The Solicitors' Journal
and Weekly Reporter.

LONDON, FEBRUARY 20, 1909.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Judge in Bankruptcy.

THE LORD CHANCELLOR has, by order dated the 10th of February, 1909, assigned to Mr. Justice PHILLIMORE the business under the Bankruptcy Act, 1883.

The New Lord of Appeal.

LORD DUNEDIN is to remain at the head of the Scottish judges, and Mr. THOMAS SHAW, K.C., succeeds to the vacant lordship of appeal, on the ground, as a daily paper which has taken an active part in advocating his claims ingenuously puts it, not merely of "his pre-eminent legal qualifications," but also of "long years of service to the Liberal party in Scotland and in the House of Commons." This nomination of a judge by party and newspaper clamour is of evil omen to the Bench.

The New Comptroller-General of Patents.

WE OBSERVE that Mr. W. TEMPLE FRANKS, barrister-at-law, has been appointed Comptroller-General of Patents. Mr. FRANKS may have great qualifications for the office, but we do not remember to have seen his name frequently appearing in connection with patent cases. If it is desirable to appoint a barrister to the post, it surely would have been better to select one of those who have had considerable experience in patent litigation.

The Poor Law Report.

THE ISSUE of the report of the Royal Commission on the Poor Laws is an event of no slight importance, and it may be taken to herald a drastic change in the law as to poor relief and the mode of its administration. In particular the guardians of the poor are likely to give place to an authority more directly connected with local government. But the size of the report—or rather of the two reports, one by the majority and another by an influential minority—makes it impossible for us to comment on the matter in any detail this week.

Power to Administer Oath to Witnesses at Inquiry.

WE ARE informed that at a recent inquiry before the General Medical Council as to whether a medical practitioner had been guilty of infamous conduct in a professional respect, a controversy arose as to whether the council had power to administer an oath to the witnesses summoned before them. The statutory

law bearing on the question appears to be contained in section 29 of the Medical Act, 1858, which enacts that if any registered medical practitioner shall be convicted of any felony or misdemeanour, or shall, after due inquiry, be judged by the general council to have been guilty of infamous conduct in any professional respect, the general council may, if they see fit, direct the registrar to erase the name of such medical practitioner from the register. The Court of Appeal has decided in the case of *Albutt* v. *General Council of Medical Education and Registration* (23 Q. B. D. 400) that if the council, acting *bona fide* and after due inquiry, have adjudged a practitioner to have been guilty of infamous conduct in a professional respect the court has no jurisdiction to review their decision. By section 16 of the Evidence Act, 1851, "every court, judge, justice, officer, commissioner, arbitrator, or other person now or hereafter having, by law or by consent of parties, authority to hear, receive, and examine evidence is hereby empowered to administer an oath to all such witnesses as are legally before them respectively." We may add that, so far back as the reign of William the Third, Chief Justice HOLT, in the case of *Groenvelt* v. *Burwell* (1 Ld. Raym. 472), in a case relating to the jurisdiction of the College of Physicians, is reported to have said that where judicial power is given to persons by statute, they may, by consequence of law, administer an oath. The consequences of erasure from the register are so serious, that most persons will think that the inquiry ought to be conducted with the same pledges for accuracy as are now available in arbitrations and other informal proceedings. An extension of the Evidence Act would perhaps remove all difficulty.

Unprofessional Advocates at Inquests.

THE LAW with regard to the right to be represented at a coroner's inquest is not generally understood. What interests may be represented by counsel or solicitor upon the inquiry is a matter entirely within the discretion of the coroner; if it seems to him that the jury are likely to be benefited by their assistance, he ought to allow them to be heard. It is usual to allow the family of the deceased, or any person who is likely to be accused by the verdict, to be represented by counsel if they desire it; but it should always be borne in mind that they have no right to address the jury, or to put questions to the witnesses except by permission of the coroner. Some observations on this practice were recently made by the coroner at an inquest at Westminster, upon an application by the manager of an insurance company, with whom the dead man's employers were insured, for permission to appear. The coroner refused the application, considering that the interest represented was too remote. After explaining that the only persons having a legal right to put questions were the coroner and members of the jury, with some statutory exceptions under the Factory and Mine Acts, he added that personally he had confined himself to receiving assistance from members of the legal profession, and if one went outside that one might easily give rise to a practice which would create an unprofessional class of advocates such as was not intended by the Legislature. The Departmental Committee, appointed by the Home Secretary to investigate the law and practice of coroners, will probably consider this subject, and its recommendations will be read with interest.

Theft of Books for the Purpose of Reading Them.

IN A CASE recently heard in one of the London police-courts, the defendant, who had previously been of good character, was charged with the theft of books, and he urged in mitigation of punishment that he had taken them solely for the purposes of study, and not with the object of converting them into money. We believe that EUGENE ARAM, whose trial for murder has furnished material for the work of more than one English author, was first led into a breach of the criminal law by an inordinate appetite for books. But things are no longer what they were at the commencement of the reign of George the Third, and the poorest of the inhabitants of this country enjoy such facilities for the reading of books that the temptation to steal them for literary purposes has almost disappeared. Although, however, the motive of a theft may in some cases influence the judge in awarding sentence, there is, of course, nothing in our law to distinguish the taking of books from any other case where a man has taken the property of his neighbour.

The New Land Registry Requirements.

THE FURTHER correspondence on the new practice of the Land Registry with regard to absolute titles which we print elsewhere will be read with considerable interest. It raises the question as to the duty of a solicitor towards his client when, in response to an application for registration with a possessory title, the registrar goes out of his way to offer an absolute title. *Primâ facie* it may appear that the solicitor should advise his client to close with the offer. An absolute title has hitherto been considered to be a superior article, costing much time and examination in the registry, with a proportionate increase of fees. But now the registry profess to undertake the same examination in all cases, and the fees are alike for both kinds of registration. Titles are sorted out in the registry into good and bad titles, and absolute registration is offered to the good title, possessory registration to the bad title. Is an applicant who is credited with a good title, and is offered absolute registration, and has paid all the fees required for absolute registration, to refuse the offer of an absolute title? It may be noticed in the first place that the proffered benefit is not so great as may appear. An absolute title, indeed, may enable the proprietor to dispose of the land without reference to the earlier title, but it falls very far short of being the simple matter to deal with which persons not conversant with land transfer sometimes suppose. It is by no means the same as dealing with stocks and shares. Moreover, the offer is only likely to be made where the title is simple, and where, therefore, the proprietor, if registered with a possessory title, would have no difficulty in proving his title on a future sale. Hence the actual benefit of the absolute title to the proprietor is doubtful, and, indeed, our correspondents this week state that it has its disadvantages. This leaves it open to discuss with the client the question whether the offer should not be declined on public grounds. The present system of land registration is attended with great inconvenience and expense, and these offers of an absolute title may fairly be regarded as made in order to give plausibility to the system while it is under the consideration of a Royal Commission. Under these circumstances we think the client will consult his own and also the public interest by declining the proffered gift, and our readers will probably agree with the form in which our correspondents have sent their reply to the registrar's offer.

Duty on Increase of Capital.

IT IS CLEAR upon the wording of section 112 of the Stamp Act, 1891, that the duty on capital of companies there imposed—increased to 5s. per £100 by the Finance Act, 1899, s. 7—is payable on the nominal share capital, whether that amount is actually issued or not. Thus a company which in its memorandum of association states its capital as £100,000 pays duty on that sum although only a part of it is in fact issued. And this incidence of duty has deterred companies from starting with a nominal capital very much in excess of their probable requirements. Then the section goes on to provide for payment of additional duty upon an increase of capital, but here the language admits of doubt. "A statement of the amount of any increase of *registered capital* of any company . . . shall be delivered to the registrar, and every such statement shall be charged with" the *ad valorem* duty. The phrase "registered capital" here appears in the section for the first time, and it is open to question whether it refers to increased capital which the company have authorized to be issued or only to increased capital which the company have decided to issue. The question has been raised before CHANNELL, J., in *Attorney-General* v. *Anglo-Argentine Tramways Co.* (*Times*, 17th inst.), and he has decided in favour of the wider construction. By resolution passed in July, 1907, the company authorized the directors to increase the capital by £5,000,000. This was done with a view to the acquisition of other undertakings. In August, 1907, the directors resolved on the issue of £200,000 of fresh capital, and in July, 1908, on the issue of £2,800,000 further. Capital duty was paid on those amounts, but the Revenue authorities claimed duty on the entire £5,000,000 authorized to be raised by the resolution of July, 1907, and CHANNELL, J., decided in their favour. Having regard to the

frame of section 112, there seems little doubt that this view is right. The section is dealing with nominal capital in the first instance. A statement of this is sent in, and afterwards in the section it is not unnaturally referred to as the registered capital. Then, when the further duty is imposed, it is in respect of any increase in the amount of this nominal or registered capital, and the increase is measured by the amount of the new capital authorized to be raised. So soon as there is authority to increase the capital the duty is payable, and, as with the original nominal capital, the company can subsequently issue it as opportunity offers.

Proof of Colonial Law.

THE ABSURDITY of the rule by which the law of the oversea dominions is treated in English courts as "foreign" law, and the difficulty of observing the rule with any great degree of strictness, are illustrated by a recent case in which Anglo-Indian law came under discussion. In *Velchand* v. *Manners* (*Times*, February 13th) an action was brought in the King's Bench Division by an Indian moneylender against an English army officer to recover money lent in India. It was contended that the contract, by virtue either of the Moneylenders Act, 1900, or of the Indian Contract Act, could not be enforced. The law of India was, of course, "foreign" law technically, and an expert witness was called—a barrister who had practised in India. But the case does not appear to have been argued, or decided, on the evidence adduced as to Indian law. Indian cases were freely cited and discussed, just as though a question of English law pure and simple had to be decided. This, no doubt, is as it should be, in one respect; but it gives the go-by to the rule according to which the "foreign" law must be proved as a fact. The Evidence (Colonial Statutes) Act, 1907, goes a very little way towards remedying the anomaly of treating Anglo-Indian, Canadian, or Australian law as "foreign." In very few cases is the whole law relied on in any particular case to be found in statutes. The Act only enables colonial statutes to prove themselves, and the moment any point outside the statute arises a question of fact is raised which requires proof by expert evidence. That the strict rule, so far as it relates to reported decisions of colonial courts, is less honoured in the observance than in the breach is also illustrated by *Farmer* v. *Inland Revenue Commissioners* (1898, 2 Q. B. 141).

Exemption of Property of Sovereign from Taxation.

WE READ that the German Reichstag will shortly be invited to consider a measure abrogating the exemption from taxation of the property of the Emperor. It is a well-known maxim of the English law that the Crown is not bound by any Act of Parliament, except by express enactment. The King is, therefore, not within the scope of a taxing Act and is not liable to pay taxes. A step in the same direction as that proposed in the Reichstag was, however, taken by the British Parliament more than one hundred years ago, for by the Crown Private Estate Act, 1800, concerning the disposition of certain real and personal property of His Majesty, it was enacted that Crown lands when bought by private funds of the King should be liable to parliamentary and parochial taxes. There is, of course, an obvious distinction between land purchased by the Sovereign out of money granted for his privy purse and not appropriated to any public service, and the Crown lands properly so called which go to his successors, and the liability to taxation in the former case was properly recognized.

Is Forgetfulness a Mistake?

IN THE CASE of *Lady Hood of Avalon* v. *Mackinnon* (reported *ante*, p. 269) the question arose whether mere forgetfulness is such a mistake as to be a ground for relief in equity. In that case the plaintiff in 1888 joined with her husband in appointing a moiety of £29,000 to her elder daughter. Some years later she appointed £8,600 to her younger daughter, and in 1904, forgetting the appointment of 1888 and wishing to bring about equality between her two daughters, she appointed £8,600 to her elder daughter. This last deed EVE, J., rescinded on the ground of mistake, and under the circumstances the decision was no doubt correct, nor does there seem to be any reason why similar relief should not be granted under similar circumstances or where the facts are such as to justify the jurisdiction. At the same time we cannot shut our eyes to the fact that the plea of forgetfulness is a very vague, uncertain and dangerous one, and whether it is put forward as a ground for relief or as a defence to an action, it should be very narrowly scrutinized. Lord ESHER in *Barrow* v. *Isaacs* (1891, 1 Q. B. 420) pertinently asks, "Can you say 'I forgot,' and is that the same thing as saying, 'I was mistaken'?" There is at least one essential difference between the two, which is, that you can prove whether a person has been misled, but you cannot prove whether he has forgotten; you cannot drive into the recesses of his mind so as to know whether he did or did not recollect the fact which he ought to have known. The sound principle would seem to be that a person ought to be liable for forgetting what he ought to have known and what he did at one time know. That was laid down by Lord CAMPBELL, C., in *Slim* v. *Croucher* (1 D. F. & J. 518, 525), but *Slim* v. *Croucher* is overruled, or thought to be overruled, by *Derry* v. *Peek* (14 App. Cas. 337). The result is that a man by forgetting what he ought to have known can put forward mere forgetfulness as a defence to an action—a result which KNIGHT-BRUCE, L.J., thought hardly possible in a civilized country.

The Increase of Joint Stock Companies.

SEVERAL OF our most eminent lawyers, and a large proportion of the leading representatives of the mercantile community, have from time to time expressed their opinion that the law of limited liability, as contained in the Company Acts, has been beneficial to the development of trade. But it must be admitted that it has also produced a great mass of dishonest speculation, with which the common law doctrines of fraud and misrepresentation have not been adequate to deal. A further complaint of the effect of this legislation was made a few days ago by the chairman at a meeting of the Guardian Investment Trust. He considered that the transformation of private businesses into joint stock companies would, on the whole, prove detrimental to the interests of the public. How, he asked, could a young man learn the ground-work of his calling in the huge offices of to-day? Moreover, the directors of a public company were often without a sound business training, and could not act with the same energy as the members of a private firm. The only observation to be made on these criticisms is that companies, like motor vehicles, continue to increase, and that we must adapt ourselves to their inconveniences in the best manner possible. Companies were multiplying in England before the days of limited liability, and the difficulties caused by the persistence of the courts in placing such companies on the same level as private partnerships led inevitably to the interference of the Legislature and the change in the law.

Trustees by Devolution.

THE RECENT decision of NEVILLE, J., in *Re Routledge's Trusts* (1909, 1 Ch. 280) throws further light on the position of a trustee by devolution—that is, the personal representative of a sole surviving trustee. Under section 30 of the Conveyancing Act, 1881, lands vested in a sole trustee devolve upon his death on his personal representatives, who have power to deal with them as though they were chattels real; and such personal representatives are to be deemed in law to be the "heirs and assigns" of the deceased trustee within the meaning of all trusts and powers. Previously to this enactment it was settled that, where the trust estate was allowed to descend, the heir became a trustee and could execute the trusts, though probably a devisee of the trust estate could only do so if the original limitation was to the trustees, their heirs and *assigns*. For this purpose "assigns" was treated as authorizing a devise: *Cooke* v. *Crawford* (13 Sim. 91), *Re Morton & Hallett* (15 Ch. D. 143); *cf. Osborne to Rowlett* (13 Ch. D. 774). But the distinction is now obsolete. The trust estate cannot be devised, and the personal representatives of the last surviving trustee are substituted for his heirs. Accordingly they become trustees, and are entitled to be regarded as such: *Re Waidanis* (1908, 1 Ch. 123). Their title, however, is subject to the important qualification that it is liable to be determined at any moment by the appointment of new trustees under the statutory power conferred by section 10 of the Trustee Act, 1893. An ordinary trustee, whether appointed origin-

ally or to supply a vacancy, is entitled to continue in office until the occurrence of one of the events mentioned in the section as giving rise to the power of appointment. In particular, if he is in this country and is willing to act, he can only be removed by an order of the court. But not so a trustee by devolution. Although he has become a trustee, yet the death of the previous trustee has called the statutory power into being, and if it is vested in a person other than himself, his title will be determined by its exercise. In *Re Routledge's Trusts* (*supra*) B. was a sole surviving trustee of a settlement of real estate, under which the power of appointing new trustees was vested in C. and D. during their joint lives. B. died in 1905 and his executors acted as trustees of the settlement. In 1908 C. and D. appointed new trustees and made a vesting declaration. The executors contended that their character as trustees could not be determined in this way, but NEVILLE, J., was against them. A trustee by devolution only fills the vacancy in the trust created by death until a fresh appointment has been made. The fact that he has acted in the trust does not forbid such appointment.

Change of Law by Implication.

ONE GENERAL rule as to the effect of statutory enactment on pre-existing law is that the law, as it exists at the time of a statute coming into operation, is not to be held to be altered by mere implication—an express intention to make the alteration must be shown. The authority usually referred to on this point is a decision of the Privy Council some forty-five years ago—*Rolfe* v. *Flower* (L. R. 1 P. C. 27); there the statute in question was held not to have effected any alteration. The Judicial Committee have recently decided a case in which a statute was held to have had the effect of altering the non-statutory law otherwise than by direct enactment, and the judgment will form a useful and authoritative complement to that delivered in *Rolfe* v. *Flower*. The case is *Rubot* v. *De Silva*, an appeal from the Supreme Court of Ceylon, reported in the *Times* of the 15th of February. The question at issue was the validity of certain bequests made by VINCENT PEREIRA to his widow JUSTINA and her daughters. The facts of the case, and the state of the Roman-Dutch law on the subject, made it necessary to consider the validity of the marriage between PEREIRA and JUSTINA. PEREIRA was JUSTINA'S second husband, and during her first husband's life she had lived with PEREIRA as his mistress. The appellants contended that under the Roman-Dutch law of Ceylon the previous adultery between PEREIRA and JUSTINA rendered them incompetent to contract a valid marriage. The Supreme Court of Ceylon had upheld the validity of the bequests, and the present appeal was dismissed. Lord ATKINSON, in delivering the judgment of the Judicial Committee, said it was not necessary to consider what the doctrine of the Roman-Dutch law was: "That the existing marriage law of Ceylon did not adopt, but on the contrary repudiated, the doctrine and principle invoked was in their Lordships' opinion demonstrated by Ordinance No. 6 of 1847, which recognized the marriage of adulterers as valid." Section 31 of this Ordinance, cited by Lord ATKINSON, has been, by successive consolidation, replaced by section 22 of the Act No. 19 of 1907, and is as follows: "A legal marriage between any parties shall have the effect of rendering legitimate the birth of any children who may have been procreated between the same parties before marriage, unless such children should have been procreated in adultery." Lord ATKINSON continued: "The necessary contemplation of the Ordinance was that adulterers might lawfully marry, and the fact that that was assumed and not enacted gave to the Ordinance authority as an exposition of the law." Thus, in effect, the doctrine that adulterers cannot lawfully marry in Ceylon has been impliedly abrogated by the statutory enactment referred to.

Documents Incorporated in a Will.

WITH REFERENCE to the article on this subject in our last week's issue (p. 264), the writer of this article omitted to notice that, at least two months before the publication of the 7th edition of Theobald on Wills, Sir GORELL BARNES' decision in *University College* v. *Taylor* (1907, P. 298) had been reversed in the Court of Appeal: see 1908, P. 140. It was held that parol evidence to identify the document referred to in the will should not have been admitted, and, the document not being sufficiently identifiable as an existing document by the description in the will, this document could not be incorporated. The rule acted on by the Court of Appeal may therefore be stated as follows: the reference must be to a document in existence, and, though not necessarily described as such, the document must be identifiable as an existing one without the aid of extrinsic evidence. The earlier decision of Sir GORELL BARNES in *In the Goods of Smart* (1902, P. 238) turns out to be the better one, though that decision goes a little further than is warranted by the later ruling of the Court of Appeal as to the necessity of referring in terms, in the will, to the document as actually existing.

Bona Vacantia.

THE interesting decision of SWINFEN EADY, J., last Saturday in *Braithwaite* v. *Attorney-General* (*Times*, 15th inst.) raised the same question as that dealt with some years ago in *Cunnack* v. *Edwards* (1896, 2 Ch. 679), where the Court of Appeal reversed the decision of CHITTY, J. (1895, 1 Ch. 489). Where the objects of a friendly society are exhausted and funds still remain, to whom do these belong? Are they to be applied to charitable purposes according to the doctrine of *cy-près*, or do they belong to the surviving members of the society beneficially, or do they go to the Crown as *bona vacantia*? Of course the first alternative will depend on the nature of the society. To attract the doctrine of *cy-près* it must be a charity, and in general a friendly society does not fall in this category. The particular charitable purpose which it might be supposed to serve is the relief of poverty, but in fact poverty is not, under the usual friendly society rules, a condition of participation in the benefits. The object is to encourage thrift and prevent poverty. The distinction was taken by HALL, V.C., in *Re Clarke's Trust* (1 Ch. D. 497), where a legacy had been given to a friendly society, which after receipt of the money was voluntarily dissolved. After referring to the rules the Vice-Chancellor observed that poverty of the member was not required to entitle him to an allowance. "It appears to me," he said, "that the society was not a charitable institution. The legacy, when paid, augmented the society's funds; but such funds not being, as I consider, clothed with a charitable trust, their character was not wholly, nor, I think, to the extent of the addition, varied by such addition." It is, perhaps, not clear why the question of the fund being *bona vacantia* was not raised in that case, but under the circumstances it was held that it fell into the residue of the testator's estate.

In *Cunnack* v. *Edwards* (*supra*), also, the funds were held not to be the subject of a charitable trust. In 1810 a society called the Helston Equitable Annuitant Society was established at Helston in Cornwall. The rules defined its purpose as being to raise from time to time, by subscriptions of members, and by fines and forfeitures, a fund for the relief of widows of deceased members. In 1830 the rules were revised, and the society subsequently complied with the provisions of the Friendly Societies Act, 1829 (10 Geo. 4, c. 56). The rules provided that the moneys arising from subscriptions and otherwise should form a capital fund and be invested in the names of trustees, and the amount of the annuities payable to widows was fixed in accordance with a table. The society consisted of ordinary and honorary members. In 1878 the last surviving ordinary member—EDWARDS—died, and in 1879 the only honorary member, Sir R. VYVYAN. The latter, on joining the society, had signed a declaration renouncing any right to benefits. The last annuitant died in 1892, and there were then unexpended funds amounting to £1,250 Consols. These were claimed by the personal representatives of EDWARDS. On the other hand, the Attorney-General claimed that they were either *bona vacantia* and so went to the Crown, or were applicable *cy-près* for charitable purposes. CHITTY, J., held that the purposes of the society were not charitable. This result he arrived at in accordance with *Re Clark's Trust* (*supra*), though on the rules of the particular society. He did not consider that the fact of there being honorary members who might subscribe, but did not

share the benefits, converted the society into a charity. This left the destination of the funds to be decided as between the members or their representatives and the Crown. The representatives of Sir R. VYVYAN disclaimed all interest, and one CLARKE was added as a party to represent the representatives of deceased ordinary members other than the last survivor. CHITTY, J., ruled out the last survivor's claim to take the entire funds on the ground that the rules created no such right. "The society was not a tontine society, and there is no ground for saying that the fund belonged in equity to the last survivor." The learned judge also ruled out the claim of the Crown to take the fund as *bona vacantia*. He held that there was, in the circumstances, a resulting trust for the persons whose subscriptions had created the fund, and that this trust must be carried into effect notwithstanding the difficulty of ascertaining the persons entitled.

This application of the doctrine of resulting trust was, however, rejected by the Court of Appeal (Lord HALSBURY, C., and A. L. SMITH and RIGBY, L.JJ.). "The entire beneficial interest," said Lord HALSBURY, "has been exhausted in respect of each contributor . . . Each man contributed a certain sum of money to a common fund upon the bargain that his widow was to receive, upon terms definitely settled, a certain annuity proportionate to the time during which the husband had contributed to the common fund. There never was, and there never could be, any interest remaining in the contributor other than the right that his wife, if she survived him, should become entitled to a widow's portion thus provided. This was the final and exhaustive destination of all the sums contributed to the common fund." This statement is perhaps open to the remark that it begs the point at issue. There was certainly a final destination of the contributions so long as there might be any claims on the fund, and the contributors never contemplated the possibility of the claims coming to an end. But the doctrine of resulting trust seems to be founded upon the possibility of property outlasting the purposes for which a grantor or donor has destined it. However, the two other members of the court agreed with Lord HALSBURY, and the question whether they or CHITTY, L.J., were right on the point of law is merely of academic interest. The case settled that the doctrine of resulting trust does not apply when the purposes of a fund, created by contributions made to secure specific benefits, come to an end. The Court of Appeal agreed—though RIGBY, L.J., was doubtful—that there was no charity, and the only remaining alternative was that the fund should go to the Crown as *bona vacantia*, and this the Court of Appeal adopted.

It was somewhat difficult after this decision to re-open in similar circumstances claims on behalf of members or on behalf of charitable purposes, but the attempt was made in *Braithwaite* v. *Attorney-General* (*supra*). In this case a society called "The Benefit Society for Girls Educated at the School of Industry, Kendal," was established in 1808, and registered as a friendly society under 33 Geo. 3, c. 54. It consisted of honorary members and benefited members. Honorary members paid entrance and annual subscriptions but did not participate in benefits. The class to which benefited members had to belong is indicated by the title of the society. Only girls who had been at the Kendal School of Industry were eligible. The school was not a charitable institution, but the girls in most instances paid fees. Much of their time was devoted to industrial work the produce of which, if not required by the girls for their own use, was sold and the proceeds received by them. Payments to the society commenced at an early age, and the members were entitled to various benefits in sickness and old age. In old age the benefit took the form of a pension payable weekly. Special provision was made by the rules for the application of subscriptions, &c., paid by honorary members. After payment of certain expenses, one half was to form a fund the interest of which was to pay benefit allowances to children under sixteen years; the remainder was to raise a fund to be applicable under the direction of the honorary members for relief in special cases not falling on the general fund. The School of Industry came to an end in 1845, and after that no new ordinary members could be admitted to the society. But the existing ordinary members, and also honorary members, continued to pay subscriptions, and benefits were allowed out of the funds. In the result, at the time of the action there were surviving two benefited members entitled to receive old age weekly pensions—one has since died—and there were honorary members, though the due admittance of these, or some of them, seems to have been doubtful. And the accumulated funds amounted to £304, the produce of the benefited members' subscriptions, and £1,901, the produce of the honorary members' subscriptions. Claims were made on behalf of the honorary members and the surviving benefit members; and it was also claimed that the funds, subject to the payment of the pensions, were applicable *cy-près* to charitable purposes, or went to the Crown as *bona vacantia*.

As regards charitable purposes, each case has to be decided on its own facts, but there appears to be no substantial difference between the present case and those referred to above, and SWINFEN EADY, J., held that the objects of the society were not charitable, nor were the funds contributed by the honorary members impressed with this character. The claim of such members to take back these funds was not considered in *Cunnack* v. *Edwards*, and their right in the present case to take the fund of £1,901 could not be rejected on the ground stated in that case—namely, that in consideration of benefits they had finally parted with their contributions. But the learned judge held that the same principle applied to donations. "Under 33 Geo. 3, c. 54, s. 14, societies may receive donations from any person or persons. Sums so given become the absolute property of the society. The donors have parted once for all with all interest in the sums so given, and there is no resulting trust in their favour." And the decision on the claims put forward on behalf of the surviving benefited members naturally followed the rule in *Cunnack* v. *Edwards*. They were entitled to their old age pensions, but to no further interest in the funds. These accordingly will go to the Crown as *bona vacantia*.

The Draft Constitution of South Africa.

THE draft Bill to be presented to the Imperial Parliament, for the purpose of uniting the South African colonies, was slightly altered in the course of discussion by the National Convention which sat at Cape Town, and these alterations were cabled to London. The original draft appeared in the *Times* of February 10th, and is sufficiently accurate for our present purpose of noticing some points in the proposed Constitution (1) of general juridical interest, (2) specially relating to the new judicial system to be created.

(1) The scheme as a whole may be described as an improvement upon the Canadian system—that is, an improvement in the sense of going much further in the direction of unification. At the same time, the actual drafting is largely modelled on the Australian Constitution. A comparison of the new draft Constitution Bill with the British North America Act, 1867 (30 Vict. c. 3), and with the Commonwealth of Australia Constitution Act of 1900 (63 & 64 Vict. c. 12), makes it clear that this is so. The words "federal" and "federally" in the preambles to the Canadian and Australian Constitution Acts do not appear in the South African Bill. The existing territorial divisions are to be preserved, not as States but as provinces, here following the Canadian Act both in form and substance. These provinces, however, will not have legislatures that can pass "Acts of Parliament"; they will be given only "provincial councils" which will pass "ordinances," the subject-matter of which is strictly limited. By section 60 of the Bill, "Parliament shall have full power to make laws for the peace, order, and good government of South Africa." This enactment is evidently framed on sections 51 and 52 of the Australian Act, but the resemblance is merely on the surface, for the words quoted are the whole of the section, whilst the Australian sections contain an enumeration of nineteen subjects within the ordinary legislative competence of the Parliament, and three subjects within its "exclusive" competence.

Section 95–106, relating to the Supreme Court of South Africa, are framed with an eye to the corresponding part of the Australian Constitution relating to the "Federal Supreme Court to be called the High Court of Australia," and other "federal courts." No

provision in detail is made by the Canadian Act for the Supreme Court of Canada, this and other matters relating to the judicial system of the Dominion having been left for subsequent local legislation to complete. But the South African Bill, while following the Australian example in making detailed provision for the Union's judicial system, has expressly provided for a system entirely different, as we shall point out.

The language difficulty has, of course, no counterpart in Australia at all. The presence of the French-speaking province of Quebec made it necessary that the Canadian Constitution should make some provision for a dual language, and this has served as a precedent for South Africa. On this point the Bill will probably require some amendment to make it quite clear. Section 68 enacts, with reference to Union Acts of Parliament, that after an Act (or "law," as it is there called) is assented to by the Governor-General, two copies are to be made, "one being in the English and the other in the Dutch language," for enrolment, "one of which copies shall be signed by the Governor-General," and "such copies shall be conclusive evidence as to the provisions of every such law, and in case of conflict between the two copies thus deposited that signed by the Governor-General shall prevail." Besides being badly drafted, this clause does not say whether it is the English or the Dutch copy that is to be signed by the Governor-General, and apparently he might sign the Dutch copy without being guilty of a breach of the Constitution. It is, however, of vital importance that the authentic record should be in English, if only because the Imperial Act of Parliament containing the Constitution must necessarily be in English. With respect to provincial "ordinances," section 92 enacts, in terms similar to those relating to Union "Acts of Parliament," that two copies shall be enrolled, one being signed by the Governor-General, and to this the same criticism applies as to the Union Acts enrolled. Section 119 enacts that "all records, journals, and proceedings of the *Union Parliament* shall be kept in both languages, and all Bills, Acts, and notices of general public importance or interest issued by the *Government of the Union* shall be in both languages." No express provision appears to be made with respect to the records, &c., of the provincial councils.

The Canadian Constitution contains no express provision on the subject of amending the Constitution. The Bill follows the example of the Australian Act in making express provision for this, but the provision made is much simpler, and enables the Parliament of South Africa itself to enact amendments, so that the amendment machinery can be put in force without anything in the nature of a referendum being required.

(2) That the keynote of the Bill is unification is perhaps more clearly shewn in the provisions relating to the Supreme court of South Africa than in any other part of the Constitution. The existing Supreme Courts are to be divisions of a new Court—the Supreme Court of South Africa—and the judges who are now members of the different Supreme Court Benches will all be judges of the new Supreme Court. In addition to these existing divisions, an "Appellate Division" is to be constituted, involving the appointment of a new Chief Justice and new Judges of Appeal, of whom (together with all the judges of the other divisions) the Appellate Division will consist. Appeals now lying to any of the Supreme Courts will then lie to the Appellate Division instead. Civil suits may be transferred from one division of the Supreme Court of South Africa to another when such a course is convenient. Under existing conditions it would, of course, be impossible to have a proceeding transferred from (for instance) the Supreme Court of Cape Colony to the Supreme Court of the Transvaal. Perhaps no single provision of the Bill is a better illustration of the real unification intended to be effected by the proposed union.

Section 106, which deals with the subject of appeals to the Privy Council, is naturally the most interesting feature of the Bill for the majority of lawyers who are watching the progress of South African Union from a distance. The section as it now stands is: "There shall be no appeal from the Supreme Court of South Africa, or from any division thereof, to the King in Council, but nothing herein contained should be construed to impair any right which the King in Council may be pleased to exercise to grant special leave to appeal from the Appellate division to the King in Council. The Parliament may make laws limiting the matters in respect of which such special leave may be asked, but proposed laws containing any such limitation shall be reserved by the Governor-General for the signification of his Majesty's pleasure." The latter part of the section—"The Parliament may make laws," &c.—is taken, with two unimportant verbal alterations, directly from section 74 of the Australian Constitution Act. The provision of the Australian section, by which no appeal at all to the King in Council from the High Court of Australia is permitted on questions relating to the Australian Constitution, has not found a place in the South African Bill. But the Bill does what the Australian Act does not do—*i.e.*, it prevents appeals direct from a provincial court (or provincial division of the Supreme Court) to the Privy Council. The presence of this provision, and the absence of any special treatment of constitutional questions, will have the effect of preventing the possibility of a conflict, such as occurred in *Webb* v. *Outrim* (1907, A. C. 81), between the Judicial Committee and a court of the standing of the High Court of Australia or the Supreme Court of South Africa. The Canadian judicial system shares with the Australian the defect of allowing appeals alternatively to the Privy Council or the federal Appeal Court. In neither Canada nor Australia is there any absolute right of appeal from the highest local Court to the Privy Council, such appeal being granted by special leave only. The South African Bill, therefore, does not restrict the right of appeal from the highest local court further than the Canadian and Australian Constitutions do, but, like them, simply provides that all such appeals shall be by special leave only. At the same time the right of appealing to the King in Council over the head of the highest local court, a right fraught with danger to the uniformity of case law—as *Webb* v. *Outrim* shews—is disallowed.

Reviews.

Company Law.

PITMAN'S COMPANIES AND COMPANY LAW, TOGETHER WITH THE COMPANIES (CONSOLIDATION) ACT, 1908. By A. C. CONNELL, LL.B. (Lond.), Barrister-at-Law. Sir Isaac Pitman & Sons (Limited).

The author in his preface congratulates the commercial community on the passing of the Companies (Consolidation) Act, 1908. No one can doubt the convenience of the consolidation of the statute law thereby effected, but it seems to be going too far to suggest that it has swept away all the previous case law. "Instead of seeking enlightenment from nearly a score of statutes and thousands of cases, the whole law relating to joint stock companies is contained in a single Act." The grammar we must leave, but we were not aware that the recent statute had had this effect, and even the present work has a table of cases with some six hundred cases mentioned in it. We fear that the next full work on company law will come out with the usual long list of judicial decisions. In fact, however, these materially lighten the task of the lawyer, and we are in no hurry to see them superseded. In the present case it is sufficient that the form of the statute law has been improved. The new Act is printed as an appendix to the present work, and the references to the earlier Acts will be found useful. The text of the book contains an exposition of the law, and will be found to be a convenient statement of its application in different departments of company practice. The cases, for instance, on the ascertainment of profits for dividend purposes are collected, and information given as to the issue and registration of debentures, and the remedies of the debenture-holders.

Rating Reports.

REPORTS OF RATING APPEALS HEARD BEFORE THE LONDON AND OTHER QUARTER SESSIONS, THE KING'S BENCH DIVISION, THE COURT OF APPEAL, AND THE HOUSE OF LORDS, 1904–1908. By E. M. KONSTAM, Barrister-at-Law. IN TWO VOLUMES. Butterworth & Co.

These two volumes are a continuation of the series of reports of which the last volume, by Mr. Ryde and the present editor, appeared early in 1904. It is a convenience for practitioners who are engaged in rating cases, and for rating authorities, to have the decisions collected in a form convenient for reference, and the last three or four years have been productive of some important litigation. This,

indeed, is to be expected, seeing how the burden of rates, and the specializing of classes of property, alike keep increasing. The present reports, for instance, contain complete valuations of an electric tramway and an electric power supply undertaking. Quite recently the House of Lords in *Great Central Railway Co.* v. *Banbury Union* (vol. 2, p. 759; 1909, A. C. 78) have decided a question of great importance with respect to the rating of connecting links between two different railway systems; the same tribunal has also in *Kirby* v. *Hunslet Union* (vol. 1, p. 225) dealt with the question of factory rating, and has sanctioned the inclusion of the value of machinery, although a tenant's fixture; and the nature of occupation for the purposes of rating has been considered by the Court of Appeal in *North Manchester Overseers* v. *Winstanley* (vol. 2, p. 655), where a rector was held to be in beneficial enjoyment of his graveyard, the fees from which returned him a surplus over expenses. These may serve as examples of the questions covered by the reports.

Books of the Week.

A Digest of the Law of Agency. By WILLIAM BOWSTEAD, Barrister-at-Law. Fourth Edition. Sweet & Maxwell (Limited).

The Criminal Appeal Reports, with Subject Index, Tables of Cases and Statutes Cited, and the Criminal Appeal Act, 1907, and Amending and Extending Acts. Edited by HERMAN COHEN, Barrister-at-Law. Vol. I. Stevens & Haynes.

The English Reports. Vol. XCI.: King's Bench Division XX., containing Salkeld 1 and 2, Lord Raymond 1. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

The French Law of Wills, Probate, Administration and Death Duties of the Estates of Deceased Englishmen Leaving Property in France. By PIERRE PELLERIN, Barrister-at-Law. Stevens & Sons (Limited).

Correspondence.

The Land Registry.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In reference to Messrs. Wood & Sons' letter which appeared in your last issue, we enclose you a copy of a letter we have recently received from the Registrar of the Land Registry, and a copy of our reply to same, which seem to us to bear on the subject.

We may state that we have made inquiries from professional friends, and there appears to be considerable doubt as to the duty of solicitors in cases where, such as the present, the Registrar is offering an absolute title without further expense. It appears to us, however, that the profession is quite entitled to adopt the attitude taken up by us until the result of the deliberations of the Royal Commission is known.

We might add that, in our experience, an absolute title, so far from having facilitated dealings with property, has actually been a difficulty in the way of owners obtaining advances on mortgage. Apart from this, there can be no doubt that, whatever the result of the Commission will be, very drastic alterations and amendments will have to be made in the Act before it can be extended to any extent.

No doubt an expression of your views on the above point would be of interest to the profession. SYRETT & SONS.

45, Finsbury-pavement, E.C., Feb. 15.

The following is the correspondence referred to:—

Land Registry, Lincoln's-inn-fields, W.C.,
10th February, 1909.

GENTLEMEN,—I am directed by the Registrar to inform you that in pursuance of the Land Transfer Rules, 1908, the documents left herein have been perused and found sufficient for absolute title on the following conditions:—

1. Inquiry on the land as to possession and terms of tenancy, if any.
2. Advertisement in the *London Gazette*.
3. Usual searches.
4. The abstract of the will of Mr. George Lewis Ensor to be compared with the will at Somerset House by the Land Registry.

The expenses will be defrayed by the department.

Unless a reply is received from you before February 17th, the case will proceed as an absolute title.—I am, Gentlemen, your obedient servant,
HUGH POLLOCK, Assistant Registrar.

Messrs. Syrett & Sons, 45, Finsbury-pavement, E.C.

45, Finsbury-pavement, London, E.C.,
15th February, 1909.

DEAR SIR,—We have your letter of the 10th inst., and having regard to the fact that a Royal Commission is now sitting for the purpose of dealing with the whole subject of land transfer, and is taking evidence on the subject, we do not think that the present is a convenient opportunity for extending the operation of the Act until the result of the Commission is seen. We therefore beg to state that our client does not propose to accept the offer of the Registrar of an absolute title in this case. We may mention that we have explained the position of matters to our client, and have his instructions to adopt this course.

Kindly return to us the deeds and other papers which we forwarded to you as per schedule which was sent therewith, and oblige, yours faithfully, SYRETT & SONS.

The Registrar, Land Registry.

[See observations under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

SPILLERS & BAKERS (LIM.) v. GREAT WESTERN RAILWAY CO.
No. 1. 11th Feb.

RAILWAY COMPANY—CARRIAGE OF GOODS—"RATES AUTHORIZED"—REDUCTIONS.

A difference having arisen between the applicants and the railway company under section 2 of the schedule to the Great Western Railway Company's (Rates and Charges) Order Confirmation Act, 1891, as to the amount whereby the authorized rates for conveyance should be reduced in respect of merchandise carried by the railway company in trucks provided by the applicants.

Held, that the deduction was to be made from the rate in force as specified and shown by the company's rate-book, and not from the maximum rate which the company might charge for the conveyance of merchandise under their Act.

Appeal by the railway company from a judgment of the Railway and Canal Commission Court on an application by Spillers & Bakers (Limited) in an arbitration under the Board of Trade Arbitrations Act, 1874, Part II. The difference between the applicants and the railway company arose in this way. The railway company conveyed over their lines grain, flour, &c., from the mills of the applicants at Cardiff to certain stations on their lines at the rates charged in the railway company's rate-book. Such traffic was conveyed in trucks belonging to the applicants, who, for that reason, claimed a rebate. The question was whether the rebate should be deducted from the maximum sum which the railway company might charge by statute for the conveyance of the goods, or from the lesser rate charged in their rate-book. Section 2 of the schedule of the Great Western Railway Company's (Rates and Charges) Order Confirmation Act, 1891, enacts that: "The maximum rate for conveyance is the maximum rate which the company may charge for the conveyance of merchandise by merchandise train. . . . Provided that . . . (*b*) where for the conveyance of merchandise . . . the company do not provide trucks the rate authorized for conveyance shall be reduced by a sum which, for distance not exceeding fifty miles, shall in case of difference between the company and the person liable to pay the charge be determined by an arbitrator to be appointed by the Board of Trade, and for distances exceeding fifty miles shall be the charge authorized to be made by the company for the provision of trucks when not included in the maximum rate for conveyance." The railway company contended that if they were entitled to require their merchandise to be conveyed by the railway company in their own trucks the jurisdiction of the arbitrator was limited to determining by what sum the rate authorized for conveyance (that was to say, the maximum rate for conveyance) should be reduced. The Commission Court, without giving formal judgment, and following the decision in *Cowdenbeath Coal Co.* v. *North British and Caledonian Railway* (8 R. & C. T. Cas. 251) were of opinion that the "rate authorized" meant the rate as shown by the railway company's rate-book and not the maximum rate. The railway company appealed.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) dismissed the appeal. The "rate authorized" included a rate which could be charged at the time when the particular merchandise was carried. It was admitted that this rate was lower than the maximum rate authorized by the schedule to the Act of 1891. The deduction permitted by that schedule was to be made from the rate in force, which was the rate specified and shown in the book kept by the railway company pursuant to the Act of 1873, supplemented by the Act of 1888.—COUNSEL, for appellants, *Sir Alfred Cripps*, K.C., *Lush*, K.C., and *Harold Russell*; for respondents, *Balfour Browne*, K.C., and *Rowland Whitehead*. SOLICITORS, for appellants, *R. R. Nelson*; for respondents, *Downing, Handcock, & Co.*, London and Cardiff.

[Reported by ERSKINE REID, Barrister-at-Law.]

THE KING v. HIS HONOUR JUDGE SNAGGE. No. 2. 11th Feb.

COUNTY COURT—PRACTICE—JUDGMENT DEBTOR—SUMMONS—DEFAULT OF APPEARANCE—FINE—APPLICATION OF FINE IN PART PAYMENT OF DEBT—JURISDICTION—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 111.

A fine imposed on a debtor who fails to appear to a judgment summons is applicable towards indemnifying the creditor only against any loss that he may actually have sustained by reason of the default, and there is no jurisdiction in a county court judge to order the fine to be applied in reduction of the debt.

This was an appeal from two orders of the Divisional Court (Lord Alverstone, C.J., and Darling and Sutton, JJ.) discharging two orders of the King's Bench Division which granted rules *nisi* for a prohibition and *certiorari*. By section 111 of the County Courts Act, 1888 (51 & 52 Vict. c. 43): "Every person summoned as a witness, either personally or in such other manner as shall be prescribed . . . and who shall refuse or neglect, without sufficient cause, to appear . . . shall forfeit and pay such fine, not exceeding £10, as the judge shall direct; and the whole or any part of such fine, in the discretion of the judge, after deducting the costs, shall be applicable towards indemnifying the party injured by such refusal or neglect, and the remainder thereof shall be accounted for by the registrar to the Treasury." By rule 31 (3) (*a*) of Order 25 of the County Court Rules, 1904: "A judgment summons shall be deemed to be a summons to a witness within the meaning of section 111 of the Act." In the present case a judgment creditor issued a summons under the Debtors' Act, 1869, against the debtor, directing him to attend on the 17th of November, 1906, to be examined on oath as to his means. On the 17th of November the debtor made default in appearance. According to the certified copy of the registrar's minute the following order was made by the learned county court judge:—"Adjourned to next court. Defendant fined £4 for non-attendance on *subpœna*, payable the 1st of December, 1906. Judge ordered fine £4 when recovered to be paid to plaintiff in reduction of debt." On the 4th of January, 1907, after a commitment order had been issued, the debtor paid into court £4 6s., representing above fine and costs. On the 11th of October, 1907, the debtor, after examination as to means, paid into court £5 13s. 9d., representing balance of debt and costs. On the 23rd of October, 1907, the plaintiff's solicitors applied for payment out of court of the total sum of £9 19s. 9d. On the 2nd of January, 1908, orders *nisi* for prohibition and *certiorari* were granted by the King's Bench Division, and on the 25th of May, 1908, these orders were discharged by the Divisional Court. The Treasury appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R., said that the real point of importance was whether the power given to a county court judge to fine a defendant for non-appearance on the hearing of a judgment summons was to be used as a screw—if he might be allowed to use the expression—for obtaining a portion of the debt. In the present case, for instance, the debtor became liable to imprisonment on non-payment of the fine, notwithstanding that in ordinary circumstances he could only be imprisoned for debt after proof of means. It appeared to his lordship that such a use of the power was not authorized by the statute and was a practice which might lead to great abuses. No doubt the county court judge had power to inflict a fine, but the question was what was to be done with the fine when recovered. By section 111 it might be applied in indemnifying the party injured. But that did not mean paying a party a portion of his debt; it meant indemnifying him against the actual loss sustained by reason of the non-appearance, such as, for instance, the conduct money thrown away on the occasion of the first summons, and of course there might be other losses. It was not necessary to define even partially the extent to which such losses might go, but indemnity meant indemnity and not payment of part of the debt due from the defendant. In the present case there was nothing which could have guided the learned county court judge to say that £4 was the proper sum payable to indemnify the plaintiff against loss actually sustained, and, as a matter of fact, it was not so treated. The Divisional Court seemed to have been misled into taking the view that the order was not that which, from the complete papers now before the court, it was apparent it was. His lordship did not think that they were differing from the views which the Divisional Court held, though they were differing from the conclusion at which they had arrived. The appeal must be allowed.

FLETCHER MOULTON, L.J., agreed.

BUCKLEY, L.J., also delivered judgment allowing the appeal.—COUNSEL, for appellants, *S. A. T. Rowlatt;* for respondents, *Hon. R. Coventry.* SOLICITORS, *The Solicitor to the Treasury* for all parties.

[Reported by J. I. STIRLING, Barrister-at-Law.]

STEAMSHIP "NEW ORLEANS" CO. (LIM.) *v.* LONDON PROVINCIAL MARINE AND GENERAL INSURANCE CO. (LIM.). No. 1. 13th Feb.

PRACTICE—JURISDICTION—"PRESERVATION OR INSPECTION OF PROPERTY"—SHIP—CONSTRUCTIVE TOTAL LOSS—APPLICATION BY UNDERWRITERS FOR ORDER THAT SHIP SHOULD BE BROUGHT TO ENGLAND FOR INSPECTION AND REPAIR—R. S. C. ORD. 50, R. 3.

In an action on a policy the plaintiffs claimed for a constructive total loss of the ship. While on a voyage covered by the policy the ship had struck a reef, but had been got off and towed into dock at Singapore, were she still was. The defendants, who were underwriters, moved for an order under ord. 50, r. 3, that the ship should be temporarily repaired at their expense, and at their risk be brought back to England before the date of the trial. Bray, J., at chambers thought that he had no jurisdiction, and dismissed the application.

Held, that there was jurisdiction under ord. 50, r. 3, either on the ground of "preservation" or "inspection," but as the defendants must be placed under terms, the matter must go back to the learned judge to decide the terms on which the order should be granted.

Chaplin *v.* Puttick (1898, 2 Q. B. 160) *followed.*

Appeal by the defendant company from an order of Bray, J., at chambers, who refused to deal with the matter on the ground that he had no jurisdiction. The plaintiffs owned a vessel, the steamship *New Orleans*, which during the period covered by the policy issued by the defendants struck on a reef on the coast of Borneo. She was towed off and taken to Singapore and there docked. She was surveyed on behalf of her owners, who brought the action against the defendants, who were underwriters, claiming indemnity for a constructive total loss. The plaintiffs alleged that it would cost £26,000 to repair the vessel at Singapore, and as the materials would have to be sent out there would be delay, and dock dues would amount to a large sum, and the vessel would deteriorate in value by lying idle for several months in the dock. They admitted that if the vessel could be got home she could be repaired for £20,000, but to this some £2,500 would have to be added for temporary repairs, and even then, bringing her home in this condition would be extremely risky and would not be undertaken by a prudent owner. The underwriters believed that if she could be got home she could be repaired for £13,000, and they asked for an order to bring her back at their own expense and risk. The order was asked for under ord. 50, r. 3. Before the judge at chambers the only ground for the application was the preservation of the subject-matter of the action, but on appeal, in addition to that ground, it was pleaded that the underwriters were also entitled to have her brought home in order that she might be inspected, and *Chaplin* v. *Puttick* (1898, 2 Q. B. 160) was relied on. The application was strongly opposed on behalf of the owners on the ground that it was a mere gamble by the underwriters. If, on the voyage home, she foundered, they would have to pay no more than they would have to pay if at the trial the plaintiffs proved that the vessel was a constructive total loss. The vessel was safe in the dock at Singapore, and would not lose more in value by lying idle there than if docked here. The order could not be granted on the ground of preservation of the property. As for inspection, she had already been inspected on behalf of the underwriters, therefore no order could be made on that ground.

FARWELL, L.J., said he thought the appeal should be allowed. It was clear that the word "preservation," in the order, of property, the subject of the action, was used in a wide sense, and for himself he considered that on that ground the judge had jurisdiction. He thought that the other ground pleaded—namely, "inspection"—also gave jurisdiction. It seemed to him that it would be in the interest of both parties that the order should be made. No doubt the terms upon which the order should be granted would require consideration, in order that the interests of the plaintiffs should be guarded, and in the circumstances they would remit the matter to Bray, J., for him to decide the form of the order.

KENNEDY, L.J., concurred.—COUNSEL, for appellants, *Scrutton*, K.C., and *McKinnon;* for respondents, *A. A. Roche.* SOLICITORS, for appellants, *Downings;* for respondents, *Waltons & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

HONE *v.* OAKSTATTER. Eve, J. 11th Feb.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—FREEHOLDS SUBJECT TO RESTRICTIVE COVENANTS—CONSTRUCTIVE NOTICE—DUTY OF VENDOR TO DISCLOSE—RETURN OF DEPOSIT.

Where a vendor of freehold property mentioned to the purchaser that the property was subject to the same conditions as the adjoining property.

Held, that the purchaser was not fixed with constructive notice of restrictive covenants, and therefore specific performance was refused.

Property described in a contract for sale as "freehold" means unincumbered freehold, and such a description does not properly describe freeholds subject to restrictive covenants.

There is an obligation on a vendor of freeholds to disclose restrictive covenants, and if he does not disclose them, the purchaser is entitled to a return of his deposit.

This was an action for specific performance of an agreement for sale of two houses at Upton Park. The defendant counterclaimed for rescission of the contract and for return of his deposit. The memorandum of agreement was duly signed by the vendor and purchaser, and the purchaser paid a deposit of £50. The property was described simply as "freehold," and the purchaser agreed to accept the vendor's title. At an interview prior to the contract between the plaintiff and defendant, the plaintiff mentioned that the property was subject to the same conditions as the adjoining property. The property was, in fact, subject to restrictive covenants, one of which was that no trade should be carried on, and that the premises should not be used otherwise than as a dwelling-house. On the abstract of title being sent to the defendant, he made a requisition asking for compensation in respect of the restrictive covenants. This was not complied with, and the defendant refused to complete. The plaintiff thereupon brought this action.

EVE, J.—The plaintiff agreed to sell and the defendant agreed to purchase two freehold houses for £700. A memorandum of agreement was duly signed, and a deposit of £50 was paid by the purchaser. The memorandum was signed by both parties, but a dispute having arisen between them, this action was brought for specific performance. The defendant resists the claim on the ground that the property is subject to restrictive covenants, of which he had no notice, and one of which is that he must not carry on any trade on the premises or use them otherwise than as a dwelling-house. The plaintiffs reply that the defendant

knew of them at the time he signed the contract. It is not proved that the defendant had actual notice, but it is said that he had constructive notice, which put him on inquiry. The plaintiff alleges that he told the defendant that the conditions were the same as those on the adjoining property. The defendant denies that any mention was made of the title, but is not prepared to deny that some mention was made of conditions. Neither party seems to have attached much importance to the conditions, but I accept the plaintiff's statement that some mention was made of them. Under those circumstances ought I to impute to the defendant notice of the restrictive covenants? In *Re White and Smith's Contract* (1896, 1 Ch. 637) Stirling, J., said: "I can imagine cases in which the court might hold that a purchaser had failed to take reasonable precautions if he did not avail himself of an opportunity of examining a lease, as, for example, where knowledge was brought home to him of the existence of similar covenants in leases of adjoining portions of the same estate." It will be observed that the judge was there dealing with a purchaser to whom knowledge of similar covenants had been brought home. Here the purchaser was a foreigner, and after the interview, at which mention was made of the conditions, the matter was dropped, and the plaintiff subsequently induced the defendant to buy the property. Under those circumstances I do not think I ought to impute constructive notice to the defendant, and I cannot therefore order specific performance. Then there is a counterclaim by the defendant for rescission and return of the deposit on the ground that the plaintiff agreed to sell him an unincumbered freehold. At first I had grave doubts whether the defendant is entitled to succeed, there being no active misrepresentation on the part of the plaintiff. It is said that the defendant agreed to accept the vendor's title, and therefore that that is all that he is entitled to get. But that is not the true view to take. The vendor must be treated as being seised in fee in possession, and that does not impose on the purchaser any obligation to make inquiry. The question is this—Can the vendor fulfil his contract by conveying the property subject to restrictive covenants? According to *Phillips* v. *Caldcleugh* (L. R. 4 Q. B. 159) I must hold that property is not properly described as freehold if it is subject to restrictive covenants, and I must further hold, according to *Re White and Smith's Contract* and *Re Haedicke and Lipski's Contract* (1901, 2 Ch. 666) that there is an obligation on the vendor to disclose restrictive covenants, and if he does not disclose them the purchaser is entitled to be released from the contract. I hold, therefore, that the defendant is not precluded from claiming the return of his deposit, and I order it to be repaid to him.—COUNSEL, *Jessel*, K.C., and *Wheeler*; *P. O. Lawrence*, K.C., and *A. Forbes*. SOLICITORS, *Griffinhoofe & Brewster*; *Forbes & Son*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

WING *v.* **LONDON GENERAL OMNIBUS CO. (LIM.).** Div. Court. 27th Jan.

NEGLIGENCE OR NUISANCE—MOTOR-OMNIBUS—GREASY ROAD—SKIDDING—RISK TAKEN BY PASSENGER.

Where on an action for damages for personal injuries it appears that the plaintiff, when a passenger in a motor-omnibus, was injured by that vehicle running into an electric light standard, and the jury find that the plaintiff's injuries were caused by the negligence of the defendants in sending on to a greasy road a motor-omnibus, which is likely to become, and did in fact become, uncontrollable—skidded—judgment will be for the plaintiff, for a person by entering a motor-omnibus is not presumed to have taken the risk of its skidding upon a greasy road.

Appeal from the Clerkenwell County Court. The plaintiff, who was a flower-girl, brought an action against the defendants in the county court for damages for personal injuries. It appeared from the evidence that the plaintiff entered a motor-omnibus of the defendants as a passenger, and that when she was alighting from the omnibus it ran into an electric light standard erected upon the pavement, and that in consequence the plaintiff suffered personal injuries. The deputy county court judge held that there was no evidence to go to the jury that the driver of the motor-omnibus had been guilty of negligence; but he left the case to the jury on the ground of nuisance or negligence, the question being whether it was not negligent on the part of the defendant company to send out into the highway, when the surface of the road was greasy, a motor-omnibus, which was liable to become, and did in fact become, uncontrollable—skidded. The jury found that the defendants were so negligent, that this negligence caused the plaintiff's injuries, that the plaintiff was not guilty of contributory negligence, and they awarded her £34 11s. damages. The deputy county court judge entered judgment for the defendants, holding, on the authority of *Redhead* v. *Midland Railway Co.* (L. R. 2 Q. B. 412), that the only duty of the defendants was to procure a vehicle reasonably sufficient for the journey, and that the plaintiff must be taken to have accepted the ordinary risks incident to a motor-omnibus by entering it as a passenger. The plaintiff appealed. The sole ground in her notice of appeal was: "That the judgment of the learned deputy judge in favour of the defendants, notwithstanding the verdict of the jury, was erroneous in point of law in holding that there was no evidence to support the finding of the jury in favour of the plaintiff." The defendants' contention on the appeal was that the plaintiff elected to ride in a motor-omnibus in preference to a horse-omnibus or any other vehicle, and that she must be held to have taken the peculiar risk of that kind of vehicle she chose to enter. For when the road is greasy the driver of a motor-omnibus cannot prevent his vehicle from skidding.

BIGHAM, J.—In my opinion the learned deputy county court judge was wrong in holding that there was no evidence in this case to support the finding of the jury. I think myself that there was what I may call a miscarriage of justice, in that this case was not left to the jury on both these questions—viz., (1) on the question whether there was evidence of negligence in the managing of the 'bus by the driver; and (2) on the question which the deputy county court judge left to, but subsequently withdrew, from the jury—whether there was not negligence on the part of the company in sending out this particular omnibus, which was shewn to have behaved in this particular way. But I will assume for the purposes of what I have to say that the deputy county court judge declined to leave to the jury the question of whether the driver of this motor-omnibus was negligent, and that the plaintiff's counsel assented to that course, and that, therefore, the plaintiff cannot now complain that that issue was not left to the jury, and I will deal with the question as Mr. Simon has asked us to deal with it, as though the only question which the judge and jury had to deal with in the circumstances was whether there was evidence of negligence in using the omnibus on this occasion. I think there was no evidence in this case to shew that there were any peculiar circumstances in the condition of the road. It must, therefore, be assumed that the road was in a proper condition for the driving of such vehicles. I know that there was in the evidence a statement that the road was greasy; but so are roads frequently greasy, and it is not an abnormal thing for a road to be in a greasy condition. And I think it must be taken that the surface of this road was in a normal condition. Then, under such circumstances, the moment that you get that fact established, if it appears that a motor-omnibus using the road in that condition behaves in an eccentric way, there must be something wrong about the car itself. People ought not to send out upon the highway vehicles which, the roadway being in the ordinary condition in which you may expect to find it, are out of control. Here the highway was in a normal condition, and a motor-omnibus being driven along it—I assume quite carefully—was unable to control its movements, and dashed into this lamppost. I think that in this case the jury were justified in saying that it was a negligent thing to send this motor-omnibus out into the streets. Now, Mr. Simon says that motor-omnibuses are known to be liable to skid, and that the plaintiff cannot recover against the defendant company, as, by entering into this motor-omnibus, she knowing what many people knew, elected to take the risk of the motor-omnibus skidding. The answer to that contention is that there was in this case no evidence that this flower-seller, the plaintiff, in fact knew that this motor-omnibus was of such a kind that it could not be driven with safety, using the road in ordinary circumstances. The plaintiff was not cross-examined upon that point, and no point was made upon it to the jury, and I cannot help feeling that if this point was made, the jury came to the conclusion that the plaintiff did not know this, and did not choose to take the risk. The appeal, therefore, must be allowed, and judgment entered for the plaintiff for the amount awarded her by the jury.

WALTON, J.—I agree. It would have been more convenient if this matter had been brought before us on a notice of appeal that raised the broad question of whether the judge was wrong in directing that there was no evidence in support of the plaintiff's claim to go to the jury; but the notice of appeal is not in that form. The ground of appeal is that the judgment is erroneous in holding that there was no evidence to support the finding of the jury in favour of the plaintiff. Under the circumstances of this case the two grounds are not the same. That is plain in that the plaintiff was injured by the motor-omnibus being driven against a lamppost. That seems to me to be *primâ facie* evidence of negligence. See the cases collected in Clerk and Lindsell on Torts (1906 ed., at p. 496). But with regard to this cause of action it was submitted on behalf of the defendant that there was no case to go to the jury, or that the facts which I have stated did not amount to evidence of negligence, because they were consistent with the motor-omnibus having skidded without any fault attributable to the driver, as the road was greasy, and the motor-'bus may have become uncontrollable, and it may have been impossible for the driver to prevent the motor-omnibus from skidding. That being so, the deputy county court judge seems to have taken the view that he could not say there was evidence generally of negligence, because the motor-omnibus might have skidded in that way and become uncontrollable. So he appears to have left the question to the jury in the way in which he did, the question being whether the defendants were negligent in that event—i.e., the supposition that the motor-omnibus had become uncontrollable—and upon that issue the jury have found for the plaintiff. Having regard to the cases that have been decided, I do not see how that verdict can be impeached, unless Mr. Simon's argument is to prevail, and the plaintiff took upon her the risk when she entered this motor-omnibus. No doubt if it were shewn that the plaintiff knew that motor-omnibuses will skid, notwithstanding every precaution, and everything that can be done, and had, in fact, taken that risk, then she could not maintain her action. But that is a question of fact, the burden of which is not only as a matter of law, but as a matter of common sense upon the defendant company, who asserted that the plaintiff knowingly took upon her this risk. That point ought to have been taken by the defendants. The jury dealt with the whole matter, and came to the conclusion that the defendant company were liable even on the assumption of skidding.

There was nothing in the evidence to shew that the plaintiff knew about the tendency to skidding, and the verdict, therefore, cannot be disturbed. Judgment, then, will be entered for the plaintiff. Appeal allowed. Judgment entered for the plaintiff.—COUNSEL, for appellant, *Moyses;* for respondents, *J. A. Simon*, K.C., and *Ernest Charles.* SOLICITORS, for appellant, *Alfred Slater & Co.;* for respondents, *Hicks, Davis, & Hunt.*

[Reported by C. G. MORAN, Barrister-at-Law.]

WILLEY *v.* **HUCKS.** Div. Court. 27th and 28th Jan.

EXECUTION—COUNTY COURT—BANKRUPTCY—"EXECUTION" BY HIGH BAILIFF "IN RESPECT OF A JUDGMENT FOR A SUM EXCEEDING £20"—OBLIGATION TO RETAIN MONEY PAID TO AVOID SALE FOR FOURTEEN DAYS—BANKRUPTCY ACT, 1890, s. 11 (2).

Where, on an execution by the high bailiff, the money which is paid to avoid sale of the goods seized, and which discharges the execution, is less than £20, there is no "execution in respect of a judgment for a sum exceeding £20" within the meaning of section 11 (2) *of the Bankruptcy Act,* 1890, *although the high bailiff has previously levied on goods for more than £20 to cover the possible expenses of "possession money" and the costs which might have been incurred for appraisement and sale of the goods, and therefore the high bailiff need not retain the money so paid for fourteen days in accordance with the terms of that section.*

Appeal from the county court. The facts of the case appear sufficiently from the judgments, which were as follows :

BIGHAM, J.—The question in this case is whether there was an execution for a sum exceeding £20 upon the goods of this debtor within the meaning of section 11 (2) of the Bankruptcy Act, 1890. Now the facts as far as we can gather them were these : The execution creditor had recovered judgment against the execution debtor for a sum of £16 13s. 2d., and he then applied to the high bailiff of the county court to issue a warrant to levy the amount of that debt, and accordingly a writ of execution was issued, and it was to "make levy by distress and sale of the goods the sum stated at the end of this warrant, being the amount due to the execution creditor, together with the costs of this execution." Then the amount of the debt was put at the bottom, £16 13s. 2d., "with poundage for issuing this warrant £1 2s.," and £17 15s. 2d. was the total amount. All these figures appear upon the face of the warrant, and that is what the high bailiff was directed to levy, but the warrant, contains these further words, "total amount to be levied £17 15s. 2d.," and then in brackets "with the fees for the execution of the warrant indorsed hereon," and then there is an indorsement which contains no figures, but which contains the directions as to what further sums may be in certain events raised by the officer of the court out of the goods of the judgment debtor. There is possession money, which apparently is calculated upon the value of the goods seized, and which also depends upon the length of time that the officer of the court is in possession of the goods. There is also a sum contemplated for the costs of the appraisement of his goods, which, of course, is also uncertain; because it is not known what goods will be available for seizure, and, therefore, of course, it is not known what the value of the goods will be. There are also the costs of a possible sale of the goods, which may take place, which are also uncertain, because nobody knows what goods will be ultimately sold. The warrant is an authority to the officer of the court to seize what the execution creditor requires for the satisfaction of his claim, and also to levy upon the goods so as to obtain the amount of possible additional expenses in the event of such additional expenses being incurred. Now whether there was a seizure or not in this case is perhaps doubtful. The learned common sergeant seems to have thought that whether there was or not was a matter of no importance, because he was of opinion that the execution in this case was for a sum of less than £20. I should add this further fact that as soon as the officer of the county court went to the premises of the execution debtor he at once received the amount for which the warrant was made out on its face, namely, £17 15s. 2d., and forthwith he went away with the money. Now I come to the words of the Act of Parliament, section 11 (2) of the Bankruptcy Act, 1890, which provides that : "Where, under an execution in respect of a judgment for a sum exceeding twenty pounds, the goods of a debtor are sold or money is paid in order to avoid sale, the sheriff shall deduct his costs of the execution from the proceeds of sale or the money paid and retain the balance for fourteen days, and if within that time notice is served on him of a bankruptcy petition having been presented against or by the debtor, and a receiving order is made against the debtor therein, or on any other petition of which the sheriff has notice, the sheriff shall pay the balance to the official receiver, or, as the case may be, to the trustee, who shall be entitled to retain the same as against the execution creditor." What does the execution there mentioned mean? I am of opinion that it cannot mean anything more than the amount which is due in law to satisfy the execution, and which is capable of satisfying the execution. Here the sum of £17 15s. 2d. discharged the execution—the execution came to an end as soon as that money was paid. In these circumstances it seems to me impossible to say that the execution was for more than that amount. I therefore think the learned common sergeant was right when he said that this was not an execution for more than £20, and did not come within the provisions of section 11 (2) of the Bankruptcy Act of 1890. That being so, I think the appeal must be dismissed.

WALTON, J.—I agree. Under section 7 of the old Act of 1869, under which most of the cases cited to us in argument were decided, the words corresponding to those in section 11 (2) of the Bankruptcy Act of 1890, were : "Where the goods of any trader have been taken in execution in respect of a judgment for a sum exceeding £50 and sold." Under that section the question arose how the words "for a sum exceeding £50" were to be read, and it was held that they were to be read together with the words "taken in execution," and so it read "when the goods of any trader have been taken in execution for a sum exceeding £50 and sold." Therefore, the question was for what were the goods taken in execution. Further, under section 87 of the Act of 1869, it was held that the costs of execution included not merely the costs incurred up to the date of the seizure—applying that to the present case—it would be £16 13s. 2d., and the poundage charge—but in addition, all the costs incurred up to the date of the sale of the goods. It is obviously important to observe that under section 87 of the Act of 1869 the obligation to retain did not arise, unless the goods were taken in execution and sold. Therefore the section did not apply unless there was a sale, and it was held that the costs up to the date of the sale might be added, because the bailiff or sheriff would have a charge on the goods for costs up to that date. Then came section 46 (2) of the Bankruptcy Act, 1883, and then section 11 (2) of the Act of 1890, in which the following words are added : "Where, under an execution in respect of a judgment for a sum exceeding £20, the goods of a debtor are sold or money is paid in order to avoid sale." The important difference is this, that the obligation to retain the goods arises not merely where there has been an execution followed by a sale, but where there has been an execution and the money is paid in order to avoid a sale. Now it seems to me that applying the principle of construction adopted in the cases under the Act of 1869, which is that the expenses up to the date of sale might be included, to the present case, where the words of the Act are "sale" or "payment," the expenses up to the date of the payment are those which must be included when the alternative is payment. In that way the actual charge on the goods can be arrived at, and it seems to me that the true meaning of the section is that where on the execution there is an actual charge on the goods for any sum exceeding £20 the money must be held by the high bailiff for fourteen days. That seems to me to be a logical application of the principle established by the cases under the old section to the words of the present section. It also seems convenient, because it enables the bailiff to know when the money comes into his hands as the result of a sale or by payment quite clearly and without complication, whether the money is to be retained by him or not. I agree with the judgment of my brother Bigham that the appeal must be dismissed.

BIGHAM, J.—We must not be taken as holding that this action was properly brought against the high bailiff for money had or received by him for the use of the judgment creditor. It must be treated as if it were an action for nominal damages against him for delay in handing over the money to the judgment creditor. Appeal dismissed.—COUNSEL, *S. A. T. Rowlatt; G. W. H. Jones.* SOLICITORS, *The Treasury Solicitor; Bruce, Searle, & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **JOHNSON.** 18th Jan.

CRIMINAL LAW—CONVICTION AS INCORRIGIBLE ROGUE—"HAVING BEEN TWICE PREVIOUSLY CONVICTED OF BEING AN IDLE AND DISORDERLY PERSON"—CRIMINAL APPEAL ACT, 1907 (7 ED. 7, C. 23), SS. 19 (A), 20 (1)—VAGRANCY ACT, 1824 (5 GEO. 4, C. 83), SS. 3, 4, 5.

The sentence imposed by quarter sessions on a conviction by petty sessions of a man as an "incorrigible rogue," in that he "did unlawfully wander abroad to beg alms, the said defendant having been twice previously convicted of being an idle and disorderly person," under section 5 *of the Vagrancy Act,* 1824, *is bad if there is no evidence before petty sessions that the man has been previously convicted as a "rogue and vagabond," although it appears that, having been twice previously convicted as "an idle and disorderly person," he might on the second occasion have been convicted as "a rogue and vagabond."*

This was the first reference by the Secretary of State to the Court of Criminal Appeal under section 19 (a) of the Criminal Appeal Act, 1907, which provides that :—"Nothing in this Act shall affect the prerogative of mercy, but the Secretary of State, on the consideration of any petition for the exercise of his Majesty's mercy, having reference to the conviction of a person on indictment or to the sentence (other than sentence of death) passed on a person so convicted, may, if he thinks fit, at any time either (a) refer the whole case to the Court of Criminal Appeal, and the case shall then be heard and determined by the Court of Criminal Appeal as in the case of an appeal by a person convicted. . . ." The petitioner was convicted by petty sessions under section 3 of the Vagrancy Act, 1824, on the 12th of August, 1905, and again on the 10th of December, 1907, as an idle and disorderly person, in that he "did unlawfully wander abroad to beg alms." The convictions were in different districts of petty sessions. On the second occasion the petitioner could have been convicted as "a rogue and vagabond" under section 4 of the said Act, as he had been previously convicted as an "idle and disorderly person" under section 3. But this was not done, and it did not appear that the justices, who convicted on the second occasion, knew anything about the earlier conviction. On the 24th of October, 1908, the petitioner was convicted at petty sessions as an incorrigible rogue, in that he "did unlawfully wander abroad to beg alms, the said defendant having

been twice previously convicted of being an idle and disorderly person." He was committed to prison, and on the 28th of October he was sentenced by quarter sessions to twelve months' imprisonment with hard labour. He petitioned the Home Secretary with regard to this conviction and sentence, who referred the case to the Court of Criminal Appeal. By section 3 of the Vagrancy Act, 1824 (5 Geo. 4, c. 83): "Every person . . . . . wandering abroad . . . . to beg or gather alms . . . . . shall be deemed an idle and disorderly person." By section 4: "Every person committing any of the offences hereinbefore mentioned" (for which the offender would be deemed an idle and disorderly person), "after having been convicted as an idle and disorderly person . . . . . shall be deemed a rogue and vagabond." By section 5: "Every person . . . . . committing any offence against this Act, which shall subject him or her to be dealt with as a rogue and vagabond, such person having been at some former time adjudged so to be and duly convicted thereof . . . . . shall be deemed an incorrigible rogue within the true intent and meaning of this Act; and it shall be lawful for any justice of the peace to commit such offender . . . . . to the house of correction, there to remain until the next general or quarter sessions of the peace."

Lord ALVERSTONE, C.J., delivered the judgment of the court as follows: It is very important that it should be known what the court is asked to do in this case. It was decided in this court in the case of *Rex* v. *Brown* (1908, 72 J. P. 271) that no appeal lies to this court under section 20 (2) of the Criminal Appeal Act, 1907, against a conviction at petty sessions, by which, under section 5 of the Vagrancy Act, 1824, a man is adjudged an incorrigible rogue, and is sent to be dealt with at quarter sessions, although there is an appeal under that section against the sentence imposed at quarter sessions. [His lordship referred to the terms of section 20 (2) of the Criminal Appeal Act, 1907 (*suprà*).] That section, then, will only allow some question which appears on the face of the record, or some question of punishment, to be raised in this court when the appellant has been so dealt with as an incorrigible rogue. And this court cannot go into the merits of the case as if there was an appeal against the conviction. A conviction at petty sessions is not the class of case in which it was intended there should be an appeal to this court. But there is the further provision of section 19 of the Criminal Appeal Act, 1907. [His lordship read the section (*suprà*).] It appears that the Secretary of State has referred this case to us under sub-section *a* of that section. Now the prisoner for whom Mr. Bankes has appeared has raised an objection, to which, in our opinion, we must give effect. The prisoner, who is a man of not very reputable character, is on this occasion very fortunate. For in this case the proceedings at petty sessions on the 24th of October, 1908, were based on the conduct then in question after two previous convictions for being an idle and disorderly person. It is not disputed that on the 12th of August, 1905, the prisoner was convicted as an idle and disorderly person, and that he was again so convicted on the 10th of December, 1907. If the earlier conviction of 1905 was before the court on this occasion it was not then referred to. The conviction of the 24th of October, 1908, states that he is convicted as an incorrigible rogue, in that he "did unlawfully wander abroad to beg alms, the said defendant having been twice previously convicted of being an idle and disorderly person" That is to say, he had been twice previously convicted under section 3 of the Vagrancy Act, 1824. But by section 5 of that Act, in order to convict a man of being an incorrigible rogue, it is necessary that he should have been previously convicted as a rogue and vagabond, that is under section 4 of that Act. I wish to say that I express no opinion as to what this court would have done if, on the face of the conviction of the 10th of December, 1907, it had appeared that that conviction was a second one for being an idle and disorderly person, following on the earlier conviction of 1905. But we think that the prisoner was convicted as an incorrigible rogue on the ground that he had been wandering abroad to beg alms, "having been twice convicted of being an idle and disorderly person." The question is, whether that which appears on the face of this record justifies the conviction for being an incorrigible rogue. The answer to that question depends upon the language of section 5 of this Act: "Such person having been at some former time adjudged so to be," that is to say, a rogue and vagabond, "and duly convicted thereof." An essential condition of the section is that there should be evidence that the prisoner has been previously convicted as a rogue and vagabond. There was no such evidence in this case. Therefore we must give effect to the point that has been taken, and the order of quarter sessions sentencing this man to twelve months' imprisonment must be quashed.—COUNSEL, *Ralph Bankes; Colt Williams.*

[Reported by C. G. MORAN, Barrister-at-Law.]

REX *v.* **BEESBY AND ANOTHER, JUSTICES, &c., AND DUGDALE, ESQUIRE, RECORDER OF BIRMINGHAM.** 16th Feb.

JUSTICES—RIGHT TO TRIAL BY JURY—CERTIORARI TO QUASH CONVICTION—OMISSION BY JUSTICES TO GIVE STATUTORY WARNING.

Where a person is charged before the magistrates at petty sessions with an offence in respect of which, on summary conviction, he may be imprisoned for a term exceeding three months, such person is entitled to claim to be tried by a jury. Justices are not bound, before the charge is gone into, to warn the accused as to his right to elect, unless it appear upon the face of the information, that the offence charged is punishable with more than three months' imprisonment, but when, during the hearing of the case, evidence is given which makes the charge become such an offence, it at once becomes the duty of the justices to give the statutory warning.

It appeared that two women were charged at the Birmingham police-court on the 19th of November, 1908, with having kept a brothel contrary to section 13 of the Criminal Law Amendment Act, 1885. Nothing was said about there being previous convictions against the prisoners, and it did not appear upon the information. The justices heard the case and made up their minds to convict, but before passing sentence they inquired of a police officer if anything was known about the prisoners, whereupon they were informed that the women had previously been convicted several times of the same offence. Without any warning being given them, the prisoners were forthwith sentenced to three months' imprisonment in the second division. The prisoners appealed to quarter sessions, upon the ground that under section 17 of the Summary Jurisdiction Act, 1879, they should have been informed that they had a right to a trial by jury, inasmuch as the fact of being previously convicted of the same offence made them liable to imprisonment for a period exceeding three months. The Recorder dismissed the appeal upon the ground that the information only disclosed an offence for which not more than three months' imprisonment could be given. For the respondents it was submitted that the Recorder was right. In support of the rule it was contended that the fact of the prisoners having been previously convicted of the same offence made them liable to a sentence of four months' imprisonment, although the fact of the previous convictions did not appear upon the information. They should have been given a provisional warning, either before the proceedings began, or as soon as the fact of the previous convictions became known.

Lord ALVERSTONE, C.J., in giving judgment, said that unfortunately the court were not agreed, but that he thought the rule ought to be discharged. It was said that if, after a case had been heard, and while the justices were deliberating about the sentence to be given, it came to their knowledge that the prisoner had been previously convicted, the whole of the proceedings were void, because the prisoner had not been told that he had a right to be tried by a jury. He did not think the statutes meant that, because that would enable a prisoner to keep his previous convictions secret, and, in the event of it not being brought to the minds of the justices, he might succeed in getting the trial avoided if it went against him. The Summary Jurisdiction Act applied to the hearing and conviction, which, in this case, were not affected by what subsequently transpired. He thought the rule ought to be discharged.

WALTON, J., in giving judgment, said that he felt bound to differ from the judgment of the Lord Chief Justice. He thought it was plainly intended, by section 17 of the Summary Jurisdiction Act, 1879, to give the right of trial by a jury to any person charged with an offence for which he might be sentenced to more than three months' imprisonment. By sub-section 2 it was pointed out that "a court of summary jurisdiction . . . in respect of an offence to which this section applies, for the purpose of informing a defendant of his right to be tried by a jury . . . shall address him to the following effect: "You are charged with an offence in respect of the commission of which you are entitled, if you desire it, instead of being dealt with summarily, to be tried by a jury. Do you desire to be tried by a jury? . . . . ." He would not go as far as saying that in every case where a person could be sentenced to imprisonment for more than three months the justices should put the question before the charge was gone into at all. But in a case where nothing was said about a previous conviction, it was the duty of the justices to warn the accused of his right, directly the charge, by reason of evidence of previous convictions being produced, became one in respect of which a sentence of more than three months' imprisonment might be given. From the moment the justices knew of the previous convictions, the position was altered; and from that moment the person charged became entitled to be tried by a jury. This differed from the judgment in *Reg.* v. *Fowler* (64 L. J. M. C. 9), which was not distinguishable from the present case. In that case the learned judge held that the evidence adduced did not affect the justices in their sentence, but the right of the person charged could not depend upon what passed in the minds of the justices. The fact that the information did not disclose the previous convictions could not make any difference. There was no conviction until after the justices had passed sentence, and when the evidence of the previous convictions was given, that was the time for the warning to be given. He had said nothing that would support the contention that a person charged might keep silence during the hearing, and after sentence say the conviction was bad because of a previous conviction. If a person charged did not elect, the proceedings were to be taken to have begun *de novo*. For these reasons he thought the decision in *Reg.* v. *Fowler (supra)* was wrong, and that the rule to quash the conviction ought to be made absolute.

JELF, J., delivered a judgment in concurrence with that of Walton, J. Rule accordingly made absolute.—COUNSEL, *Horace Avory*, K.C., and *Cotes-Preedy*, in support; *McCardie*, for the respondents. SOLICITORS, *Judge & Priestley*, for *Philip Baker & Co.*, Birmingham, in support; *Sharpe, Parker, & Co.*, for *Carter*, Birmingham, for respondents.

[Reported by GERALD DODSON, Barrister-at-Law.]

It is announced in the *London Gazette* that the King has been pleased, by letters patent under the Great Seal, to grant to the Right Hon. Sir John Gorell Barnes, Knight, late President of the Probate, Divorce, and Admiralty Division, an annuity of £3,500.

Obituary.

Sir J. Bamford Slack.

Sir John Bamford Slack, solicitor, died on the 11th inst. He was educated at Wesley College, Sheffield, and University College, London, and was admitted in 1880, practising at first in Derbyshire, but in 1889 he came to London, and founded a business now carried on under the style of Slack, Monro, & Atkinson, Queen Victoria-street. In 1904, on the resignation of Mr. Vicary Gibbs, M.P. for the St. Albans Division of Hertfordshire, Sir J. Bamford Slack contested the seat and won it by a majority of 132. At the General Election of 1906, however, he was defeated by a majority of 552. Sir J. Bamford Slack was vice-president of the City of London Liberal Association, hon. treasurer of the London University Liberal Association, and a member of the Executive Committee of the National Liberal Federation, and was knighted in 1906. He was a cricketer, a golfer, and an active member of the Alpine Club.

Mr. H. G. Shee, K.C.

Mr. Henry Gordon Shee, K.C., Recorder of Liverpool, died on the 13th inst. He was the second son of the late Mr. Justice Shee, and was educated at Ushaw College and Christ Church, Oxford, and was called to the bar on the 30th of April, 1870. He joined the Northern Circuit, and obtained a large practice as a junior. He was Recorder of Burnley from 1893 to 1907, when he was appointed Recorder of Liverpool.

Mr. T. Browett.

Mr. Thomas Browett, solicitor, of Coventry, died on the 13th inst., in his eighty-eighth year. He was a son of Mr. Wm. Browett, of Coventry, and was articled to Mr. John Hensman, of Northampton, and was admitted in May, 1844. He was the oldest solicitor in the district of Coventry. He had an excellent business carried on under the style of "Browetts." He was Town Clerk of Coventry from 1850 to 1893. He leaves four sons, two of whom were in partnership with him.

Legal News.

Appointments.

Sir THOMAS RALEIGH, K.C.S.I., D.C.L., has been appointed a Member of the Council of India, in succession to Sir Lawrence Jenkins, when the latter proceeds to take up the office of Chief Justice of the High Court at Calcutta.

Mr. G. R. ASKWITH, K.C., who is at present assistant secretary to the Board of Trade (Railway Department), has been appointed Comptroller-General of the Commercial, Labour, and Statistical Departments.

Mr. W. TEMPLE FRANKS has been appointed Comptroller-General of Patents, Trade-marks, and Designs, on the approaching retirement of the present Comptroller-General.

Sir J. C. BIGHAM has been sworn in as a Member of the Privy Council.

Mr. THOMAS SHAW, K.C., who has been appointed the new Lord of Appeal, was educated at the Edinburgh University, where he obtained several distinctions. He became an advocate in 1875, and obtained a large practice. In 1894-1895 he was Solicitor-General for Scotland, and in 1905 was appointed Lord Advocate.

Mr. ALEXANDER URE, K.C., Solicitor-General for Scotland, who has been appointed Lord Advocate in the place of Mr. Thomas Shaw, is the son of a former Lord Provost of Glasgow. He was educated at the Glasgow and Edinburgh Universities. He became an advocate in 1878. In 1895 he entered Parliament as member for Linlithgow.

Changes in Partnerships.

Admission.

Messrs. Whitfield & Harrison, of No. 22, Surrey-street, Strand, London, have arranged with their friend Mr. EDMUND DEAN, of No. 5, Clement's-inn, to amalgamate his business with theirs as from the 13th inst. Mr. W. H. Whitfield and Mr. G. A. Whitfield will carry on the business, in conjunction with Mr. Dean, at their present offices, No. 22, Surrey-street, W.C., but under the new name of Whitfield, Dean & Whitfield.

Dissolutions.

By mutual arrangement, the firm of Christopher & Roney, of Orient House, 42-45, New Broad-street, London, has been dissolved, as on and from January 1 last. Mr. F. G. CHRISTOPHER having acquired the business conducted for many years by his uncle, the late Mr. Danby S. Christopher, will continue to carry on business under the name of Christopher & Son, at 5, Argyll-place, Regent-street, London, W.; Mr. ERNEST RONEY and Mr. JULIAN RONEY will, in partnership, continue to carry on business under the style of Roney & Co., at Orient House, 42-45, New Broad-street, London, E.C.

JOHN EDWARD PHILLIPS and REGINALD BRODIE COOPER, solicitors (Phillips & Cooper), 179, Gresham House, Old Broad-street, London. Feb. 12.

WILLIAM MUSGRAVE WILKINSON and HENRY GARLAND, solicitors (Wilkinson & Garland), Leeds. Jan. 1. The said William Musgrave Wilkinson will carry on business at 8, East-parade, Leeds; the said Henry Garland will carry on business at Allerton Lodge, Chapel Allerton. [*Gazette*, Feb. 16.

General.

The Hon. Sir John Bigham took his seat for the first time as President of the Division on the 10th inst., a farewell having been taken in court of Sir Gorell Barnes.

It is announced that the Excise Department of the Inland Revenue will be transferred to the Board of Customs on the 1st of April, and the combined departments thereafter will be called the "Board of Customs and Excise." The whole of the Excise staff will leave Somerset House, and will be provided for in the Custom House and at Ocean House, Lower Thames-street. This change will take away from Somerset House a considerable portion of the work of the Inland Revenue Department; and the operations of that department in future will be mainly confined to stamps, taxes, and legacy and estate duties.

A deputation of the members of the Association of the Chambers of Commerce and the Association of Trades Protection Societies waited on Mr. Churchill at the Board of Trade on the 10th inst., says the *Times*, to discuss with him the bankruptcy laws. Lord Brassey introduced the deputation, which included representatives from Bradford, Liverpool, Hull, Birmingham, and Belfast. The proceedings were private. According to a news agency, Mr. Churchill is understood to have replied to the deputation that he had put the Bill in draft on the lines recommended by the Departmental Committee on the Bankruptcy Laws, but he did not think it would be introduced this session owing to the pressure of other Government business, and he could not promise that it would be introduced next session unless he found it would have a good chance of passing.

Mr. Thomas Farrow writes to the *Times* to advocate the abolition of bills of sale on household furniture and goods. He says that "Homes are daily broken up, businesses are being ruined, and innocent women and children made to suffer as the direct result of a malicious form of security, which no person in the kingdom can be found to defend, save the baser sort of money-lender. In addition to the evils referred to, the bill of sale holder exercises his preference over all other creditors, takes criminal proceedings in the event of the removal of any portion of his property, while he forces the landlord, against his will, to distrain at the first moment rent is in arrear. If Scotland can do without bills of sale, so, surely, can other parts of the United Kingdom, the remedy, of course, being the granting of loans against the actual deposit of goods, and not upon the whole of the effects which make up the home or business."

The measures of the present session were announced in the Royal Speech as follows:—Bills dealing with Irish Land, and Housing and Town Planning. Bill for the Disestablishment and Disendowment of the Church in Wales. Bill for the better organisation of the labour market through a system of co-ordinated labour exchanges, with which other schemes for dealing with unemployment may subsequently be associated. Bill for the constitution of Trade Boards in certain branches of industry in which the evils known as "sweating" prevail. Bill to alter the law affecting Parliamentary elections and Registration in London. Bill amending the Old Age Pensions Act in certain particulars where, in practice, inequalities of treatment have been found to arise. Bill prohibiting the landing and selling in the United Kingdom of fish caught in prohibited areas of the sea adjoining Scotland. Bills to amend the law in regard to inebriates, to the supply of milk, and to the hours of work in shops.

The report of the Poor Law Commission was issued on Wednesday. There are two reports. All the members of the Commission identified with the Labour movement have subscribed to the minority report. They recommend, says the *Daily Mail*, the abolition of boards of guardians; a large curtailment of the powers of the relieving officer; the classification of the poor and needy into sections, with differential treatment according to the circumstances of each case; and the breaking up of the workhouse system. Drastic treatment is urged for the loafers who will not work unless they are compelled, but for those who are idle because they cannot find work, or have lost heart in seeking for it, a system of public employment is recommended. The treatment of the deserving poor, it is proposed, should form a part of the activities of the municipal body—the Education Committee caring for the children of the destitute and the Public Works Committee for the welfare of their fathers. Municipal works, the signatories recommend, should be established for the employment of the men who cannot find work elsewhere. These works need not be immediately productive. So long as a public purpose is served in the long run, justifying the raising of a public loan, the object must be held to be satisfactory. While the majority report does not go so far, it goes much farther than the existing system. The phrase "Poor Law," with the humiliation it has come to imply, is to be abolished, and the name "Public Assistance Authorities" substituted; and the new authority is to work hand in hand, so far as possible, with the local agencies for charitable relief.

The following are the days and places appointed for holding the winter assizes on the following circuits:—Oxford and Midland Circuits.—Mr. Justice Channell, Mr. Justice Jelf.—Monday, the 22nd of February, at Nottingham; Saturday, the 27th of February, at Stafford; Friday, the 5th of March, at Birmingham. South Wales Circuit.—Mr. Justice Phillimore, Mr. Justice Bray.—Monday, the 22nd of March, at Cardiff. Northern and Chester Circuit.—The Lord Chief Justice of England, Mr. Justice Sutton.—Tuesday, the 16th of February, at Chester; Monday, the 22nd of February, at Manchester; Monday, the 8th of March, at Liverpool.

The thirteenth sitting of the Royal Commission on the Land Transfer Acts was held on Thursday in last week, the chairman, Lord St. Aldwyn, presiding. The following witnesses were examined:—Sir George H. Murray, Permanent Secretary to the Treasury; Colonel Grant, Director-General of Ordnance Surveys; Sir Howard Elphinstone, one of the conveyancing counsel to the High Court, and a former member of the Rule Committee constituted under the Land Transfer Act, 1897, to assist the Lord Chancellor in making general rules under section 3 of the Land Transfer Act, 1875; and Mr. George Bishop, secretary of the Woolwich Equitable Building Society.

An attempt has been made, says a writer in the *Globe*, to deprive Sir John Bigham of one of the distinctions of his office. It is contended that the title of "President" does not properly belong to him, because section 8 of the Judicature Act, 1881, provides that the title of "Mr. Justice" should be borne by any judge thereafter to be appointed President of the Probate, Divorce, and Admiralty Division. This contention would be irresistible if Parliament had not, by a subsequent Act, made it untenable. An Act passed in 1891 provides that "whenever there is a vacancy in the office of a judge of the High Court who is President of the Probate, Divorce, and Admiralty Division thereof, it shall be lawful for Her Majesty, by letters patent, to appoint to that office 'as President' of the said Division any person who is a barrister of not less than fifteen years' standing." The patent confers the title of President upon the holder of the office.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday ...Feb. 22	Mr Bloxam	Mr Theed	Mr Leach	Mr Church
Tuesday 23	Farmer	Bloxam	Borrer	Theed
Wednesday 24	Leach	Farmer	Beal	Bloxam
Thursday 25	Borrer	Leach	Greswell	Farmer
Friday 26	Beal	Borrer	Goldschmidt	Leach
Saturday 27	Greswell	Beal	Synge	Borrer

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday ...Feb. 22	Mr Greswell	Mr Farmer	Mr Beal	Mr Synge
Tuesday 23	Goldschmidt	Leach	Greswell	Church
Wednesday 24	Synge	Bloxam	Goldschmidt	Theed
Thursday 25	Church	Beal	Synge	Bloxam
Friday 26	Theed	Greswell	Church	Farmer
Saturday 27	Bloxam	Goldschmidt	Theed	Leach

Winding-up Notices

London Gazette.—FRIDAY, Feb. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH CHROMIUM Co, LIMITED—Petn for winding up, presented Feb 8, directed to be to be heard Feb 23. Weller, Bedford row, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 22

CHAMBERLAIN & Co, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to John Rich Smart, Peterborough, liquidator

CIVIL SERVICE NEW DEPARTURE BUILDING Co, LIMITED—Petn for winding up, presented Feb 9, directed to be heard Feb 23. Stoke-Vaughan & Co, Bedford row, solors for the petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 22

CRAVEN AUTOMOBILE Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to C. H. Best, Swadford chmbrs, Skipton Gordon & Co, Bradford, solors to the liquidator

DOMINION BREWERY Co, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Stevens, 57½, Old Broad st. Norton & Co, Old Broad st, solors to the liquidator

FRANCO BRITISH ART ASSOCIATION, LIMITED—Petn for winding up, presented Feb 9, directed to be heard Feb 23. Pritchard & Co, Painters' Hall, Little Trinity ln, for Simpson & Co, Liverpool, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 22

H. B. JONES, WILSON, & Co, LIMITED—Petn for winding up, presented Jan 25, directed to be heard at the Court House, Government buildings, Victoria st, Liverpool, Feb 26, at 10. Walker, Manchester, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 25

L'ESPARGNE IMMOBILIERE, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Alexander Popham, 16, Ironmonger ln. Farrar & Co, solors for the liquidators

NORTHERN MERCANTILE CORPORATION, LIMITED—Petn for winding up, presented Feb 9, directed to be heard at the County Court, Quay st, Manchester, on Feb 23, at 10. James & Co, Coleman st, solors for the petners. Notice of appearing must reach Batty & Co, 3, Booth st, Manchester, not later than 6 o'clock in the afternoon of Feb 20

ST MARGARET'S BAY PRESERVATION AND DEVELOPMENT Co, LIMITED—Petn for winding up, presented Jan 6, directed to be heard at the Guildhall, Canterbury, March 30, at 11.30. Stevens & Co, Bedford row, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 29

WORD RECORDER Co, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Bowack Weir, 36, Spring gdns, Manchester. Fowden & Co, Manchester, he solors to the liquidator

London Gazette.—TUESDAY, Feb. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COOLHAM SOUTH COAST DAIRIES, LIMITED—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts and claims, to Sidney Riden, 1, London Wall-bldgs. Sims, Devonshire chmbrs, Bishopsgate, solor for the liquidator

FOWKES AND WOOLLEY FOUNDRY, LIMITED (Tipton and Derby, Iron Founders)—Creditors are required, on or before March 20, to send their names and addresses, and particulars of their debts or claims, to Robert Muras, Gresham chmbrs, Lichfield-st, Wolverhampton Jaques & Sons, Birmingham, solors to the liquidator

SOUTHAM & Co, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and particulars of their debts or claims, to Percy Arthur Bates, 5, Friar ln, Leicester, liquidator

TEMPLER & RANOL, LIMITED—Petn for winding up, presented Feb 12, directed to be heard March 2. Maddox & Colson, 22, Walbrook, for Maddox & Co, Coventry, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 1

UNIQUE SOAP AND CHEMICAL Co, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Murgatroyd, Palatine chmbrs, Silver st, Bury. Butcher & Barlow Bury, solors for the liquidator

The Property Mart.

Forthcoming Auction Sales.

Feb. 23.—Mr. FREDERICK WARMAN, at the Mart, at 2: Debentures and Freehold and Leasehold Investments (see advertisement, back page, this week).

Feb. 24.—Messrs. HAMPTON & SONS, at the Mart: Block of Offices and Chambers (see advertisement, back page, this week).

Feb. 25.—Messrs. SLADE & BUTLER, at the Mart, at 1: Valuable Life Policies see advertisement, back page this week).

March 1.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Two Hotels (see advertisement, back page. Feb. 13).

March 17.—Messrs. TROLLOPE, at the Mart: Mansion; and to Let by Auction St. George's Hall (see advertisement, back page, Jan. 23).

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 877) of the above-named interests at the Mart, Tokenhouse-yard E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £9,465:—

		£
No.	ABSOLUTE REVERSION—	
	To £3,000 ... ... Sold	950
	To £1,543 ... ... ,,	450
	To £600 ... ... ,,	275
	To Property at Walthamstow ... ... ,,	150
	REVERSION—	
	To an Annuity of £100 ... ... ,,	170
	To £4,890 ... ... ,,	1,900
	To Freehold Ground-rents of £93 per annum ... ... ,,	660
	To £2,800, &c. ... ... ,,	1,210
	POLICY OF ASSURANCE—	
	For £1,000 ... ... ,,	485
	For £3,000 ... ... ,,	1,525
	POLICIES OF ASSURANCE for £600 ... ... ,,	400

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 12.

BAINES, JOHN, Bradford, General Dealer Feb 20 Hammond, Bradford

BEILBY, WALTER HERBERT, Chiswick, Electrical Engineers March 25 Barton, Lombard st

BELLINGHAM, WILLIAM HENRY, Southborough March 12 Buss, Tunbridge Wells

BRADFORD EDWARD OUSELEY, Brighton March 18 Robins & Co, Lincoln's inn fields

BUSTLE, WILLIAM, Devonshire rd, Palmer's Green, Decorator March 8 Robins & Grimsdall, Hornsey

BURTON, HENRY, Newport, Mon March 11 Vaughan & Roche, Cardiff

BURTON, SARAH ELIZA, Newport, Mon March 11 Vaughan & Roche, Cardiff

BUTTERY, JANE, Guisborough March 16 Watson, Middlesbrough

CALDERWOOD, WILLIAM, Preston March 1 Cookson, Preston

CLARK, Col E PODMORE, Clifton, Bristol March 13 Clark, Bristol

CRIER, JAMES THOMPSON, Surbiton, Stockjobber March 17 Bartlett, Cannon st

CUNNINGHAME, ELIZABETH ANNE, Hotel Victoria, London March 25 Gueritte & Co, Essex st

DAVIES, ALFRED, Swansea, Tobacconist March 1 Richards, Swansea

EASTWOOD, TABITHA, Haslingden, Lancs March 31 R & A K Whitaker, Haslingden

ELLIS, GEORGE FREDERICK, Heathfield, Sussex March 12 Gower, Tunbridge Wells

EVANS, HARRIET, Spurstowe rd, Hackney April 15 Harris & Co, Finsbury sq

EYRE, WILLIAM JAMES, Gt Chapel st, Builder March 12 Reece, Essex st, Strand

GARSED, SAMUEL, Elland, Yorks, Woollen Manufacturer March 12 Garsed, Elland

GREEN, CATHERINE, Lorton, Cumberland March 15 Waugh & Musgrave, Cockermouth

FARNSWORTH, JAMES, Upper Langwith, Derby, Farmer March 8 Stanton & Walker, Chesterfield

FINNEY, HARRIET, Edgbaston, Birmingham March 1 Buller & Cross, Birmingham

FROST, JOHN, Bury, Lancs, Stonemason March 27 Butcher & Barlow, Bury

HAIG, CAROLINE MARY, Montpelier rd, Ealing March 10 Hopgoods & Dowson, Spring gdns

HALLAM, ELIZABETH, Tiverton, Devon March 31 Fisher, Tiverton

HARRIES, GEORGE, Torquay March 12 Foster & Somerville, Torquay

HARRIMAN, HENRY, Hathern, Leicester, Framesmith March 22 Bartlett & Co, Loughborough

HARVEY, WALTER CHARLES, High st, Clapham March 26 Sharman, Bedford row

HERRIES, Right Hon MARMADUKE Lord, Everingham, Yorks March 26 Witham & Co, Gray's inn sq

HOWARTH, THOMAS, Shipley, Yorks March 15 Wright & Co, Shipley

HOWES, ELIZABETH, Aylsham, Norfolk Feb 28 Keith, Norwich

IRDELL, JAMES SHRUBB, Croydon March 13 Martin, Guildhall chmbrs, Basinghall st

JENKINS, MARY ANN ELIZABETH JENKINS, Cheltenham Feb 24 Rickerby, Cheltenham

LANGFORD, FRANCIS JAMES, Whitley Bay, Northumberland, Goldsmith March 10 F & E Emley, Newcastle upon Tyne

LOCKE, JOHN GOOSE, Stanstead Abbotts, Herts March 25 Radcliffe, Devizes, Wilts

MARIGOLD, ELLEN MARIA, Willesborough, Kent March 25 Beale & Co, Birmingham

MARKS, ISAAC, Chatham March 18 Prall & Co, Rochester

MILLER, SARAH JANE, Swansea March 1 Richards, Swansea
MORGAN, GEORGE, MD, Pontypool rd, Mon April 10 Howells, Newport, Mon
MUMFORD, EDWARD HENRY, Norwich March 12 Goodchild, Norwich
MURE, REGINALD JAMES, New sq, Lincoln's inn March 20 Hunter & Haynes, New sq
NEWMAN, ARTHUR, Welwyn, Herts April 8 Lewis, Chancery ln
NORMAN, JOSHUA, Sharrow, Sheffield March 20 Fenoughty, Rotherham
NUTMAN, ROBERT ISAAC, Twickenham March 23 Dixon & Co, Lancaster pl, Strand
PAYNE, GEORGE ADNEY, Bedford ct mans, Bedford sq, March 25 Wells & Son, Paternoster row
PLUMPTRE, CATHERINE FRANCIS, Newton Abbot, Devon March 15 Taylor & Co, Strand
PRITCHARD, CHARLOTTE, Invergordon, Ross March 20 Sturge, Bristol
PUCKLE, GEORGE, Devonshire chmbrs, Bishopsgate st Without, Financial Agent March 26 Sole & Co, Aldermanbury
PUGH, THOMAS, Walton, Radnor, Farmer March 12 Temple & Philpin, Kington, Hereford
RENALS, MARY, Bickley, Kent March 20 Close & Co, Bloomsbury sq
RIDLER, WILLIAM, Clarence rd, Wood Green March 10 Nash & Co, Queen st, Cheapside
RIDLER, MARY, Clarence rd, Wood Green March 10 Nash & Co, Queen st, Cheapside
RIGBY, JOHN RICHARD, Ashbourne, Derby, Solicitor March 20 Crowther, Bradford
ROSE, ELIZA HANNAH, Dover March 22 Mowll & Mowll, Dover
ROSE, FRANCIS PUGH, Ebbw Vale, Mon March 20 Fenoughty, Rotherham
ST JOHN, CHARLES WILLIAM PELLY, Eltham, Kent March 15 Lydall & Sons, John st, Bedford row
SEARLE, GEORGE NUTLEY, Liverpool, Railway Signalman March 9 Thompson & Co, Birkenhead
SEYMOUR, JAMES, Southborough, Kent March 12 Buss, Tunbridge Wells
SIMPSON, ROBERT WALTER, Cheetham, Manchester, Fruiterer March 26 Sutton & Co, Manchester
SMEED, WILLIAM SLODDEN, Handsworth March 22 Rabnett, Birmingham
SOLEY, SARAH GRACE, Lower Clapton March 8 Lumley & Lumley, Old Jewry chambers
TANNER, JOHN, Wanborough, Wilts, Farmer March 23 Kinneir & Co, Swindon
TAYLOR, MARGARET, Streatham March 10 Worthington & Co, Nicholas ln, Lombard st
TETLEY, FLORENCE JULIA, Abercorn mans, St John's Wood March 15 Gibbs & Co, Eastcheap
THOMAS, EDWARD, Rosenau cres, Battersea March 10 Welman & Sons, Southampton st, Bloomsbury sq
THOMPSON, JOHN RICHARDSON, Edge Knoll Farm, nr Hamsterley, Durham March 16 Proud & Co, Bishop Auckland
WEST, THOMAS, Stretford, Chemist March 31 Tallent-Bateman & Co, Manchester
WILLIAM, OWEN, Llanfihangel Tre'r Beirdd, Anglesey, Farmer Feb 27 Ellis & Co, Carnarvon

London Gazette.—TUESDAY, Feb. 16.

ALEXANDER, JAMES, Stoke upon Trent, Travelling Draper March 12 Wain & Harris, Burslem
BALL, WILLIAM, New North rd, Barman March 23 Mason, Eldon st, Finsbury
BASS, SAMUEL, Ringsfield Hall, Suffolk March 20 Beneley & Bolingbroke, Norwich
BASHFORTH, JOHN MORRISON, Leeds March 14 Fox, Bradford
BASHFORTH, MATILDA, Bradford March 14 Fox, Bradford
BEAUFORT, WILLIAM MORRIS, Piccadilly, Bengal Civil Service March 15 Turner & McCandlish, Raymond bldgs, Gray's Inn
BESCOBY, REBECCA, Nottingham March 31 Wing & Son, Nottingham
BLEAKLEY, ELIZA ANN, Wigan April 1 Peace & Darlington, Wigan
BOOTH, FRED, Lidget Green, Bradford, Contractor March 31 Richardson & Son, Bradford
BUTLER, JAMES, St Helen's, Lancs, Printer Feb 23 White, Liverpool
CHAMBERS, WILLIAM, Seaham Colliery, Durham, Coal Miner March 17 Wright & Co, Seaham Harbour
CHARD, WILLIAM, Westonzoyland, Somerset March 10 Barham & Watson, Bridgwater
COLLET, ARTHUR JOHN, Small Heath, Birmingham, Metal Spinner March 1 Freeland & Warder, Birmingham
DAVEY, WILLIAM, San Antonio, Bexar, Texas, USA, Mine Superintendent March 20 Duffield & Co, Broad st av
DAWSON, EDWIN POPPLEWELL, Long Clawson Hall, nr Melton Mowbray, Leicester March 25 Bannister, Morecambe
DREW, REGINALD GEORGE, Junior Constitutional Club, Piccadilly March 18 Slaughter & May, Austin Friars
DURMAN, BETSY, Liphook, Hants March 12 Burley, Petersfield
ENGLAND, WILLIAM, Bradford March 14 Fox, Bradford
FLEXMAN, JOSEPH, Gunnersbury March 31 Lomas, Rickmansworth
FORSTER, FRANK, Hampton in Arden, Warwick, Farmer March 21 Jaques & Sons, Birmingham
FRENCH, WILLIAM ROBERT, Wrington, Somerset March 15 Jacques & Co, Bristol
GLEADOW, ELIZA ANN, Stoneygate, Leicester March 30 Monier-Williams & Co, 39 Tower st
GORMLEY, HENRY PATRICK, Rayne, Essex March 31 Surridge, Coggleshall, Essex
GREEN, ERNEST GEORGE, Warwick st, Regent st March 31 Southgate & Co, Ironmonger ln, Cheapside
HAGGIE, ROBERT HOOD, Newcastle upon Tyne, Rope Manufacturer March 3 Percy & Son, Alnwick
HALL, DEBORAH, Sunderland Feb 9 Layne, Newcastle upon Tyne
HEDGES, FRANCIS ROBERT WHITCOMBE, West Bank, Stamford Hill March 23 Rawlinson & Son, New Broad st
HELLEWELL, EDWARD, Wombwell March 6 Bury & Walkers, Wombwell
HELLEWELL, HARRIET, Wombwell March 6 Bury & Walkers, Wombwell
JACKSON, JOSEPH, Silverdale, nr Carnforth, Lancs, Quarry Master March 27 Johnson & Tilley, Lancaster
JOHNSON, EMILY ANN, Chelmsford March 31 Pemberton & Co, New court, Lincoln's inn
JOHNSON, Rt Rev HENRY FRANK, Lord Bishop of Colchester, Chelmsford March 31 Pemberton & Co, New ct, Lincoln's inn
KERR, ROBERT, Halifax March 13 Humphreys & Co, Halifax
KIRK, WALTER, Chesterfield April 3 Gratton, Chesterfield
KROHN, NICOLAI, Belsize sq, Merchant March 22 Greig, Abingdon st
LLOYD, ELIZABETH, Manchester March 6 Jones & Payne, Manchester
LOW, JANE RACHEL, Redenhall, Norfolk March 20 Meade-King & Sons, Bristol
MCFARLANE, JOHN, Newcastle upon Tyne March 26 Brown & Son, Newcastle upon Tyne
MORLEY, MARY, Erdington, Warwick March 31 Brooks, Birmingham
MUIR, GEORGE MACFARLANE SANDILANDS, Mitcham, Merchant April 10 Loughborough & Co, Austin Friars
PARKIN, JOHN ARTHUR, Mooroopna, Victoria March 14 Stibbard & Co, Leadenhall st
PARKIN, SAMUEL HALL, Ballarat, Victoria March 16 Stibbard & Co, Leadenhall st
PICKERING, JOHN ROBERT, Manchester, Merchant March 30 Eaton, Manchester
RANDALL, ALFRED FINCH, Shooter's hill March 20 Mackrell & Co, Cannon st
RAWLE, DINAH, Montpelier, Bristol March 16 Strickland & Co, Bristol
ROBINSON, ARTHUR, Bury St Edmunds, Builder March 16 Bankes & Co, Bury St Edmunds
ROGERS, BRUMHEAD, Tooting April 2 Simpson & Co, Gracechurch st
ROGERS-TILLSTONE, LOUISE CAROLINE WILHELMINE, Hove, Sussex March 17 Saules, Hove
RUSSELL, HENRY RICHARD, Melbourn, Cambridge, Farmer March 12 Wortham & Co, Royston, Herts
SILVERTHORN, ELIZA, Salisbury March 22 Pye-Smith, Salisbury
SMITH, JOHN JAMES, Wolverhampton Agent March 6 Hall, Wolverhampton
SMITH, VIOLETTA, West Worthing March 31 Laurence & Co, Lincoln's inn fields
SPARKS, JOSEPH HYDE, Hove, Brighton March 24 Learoyd & Co, Huddersfield
TAYLOR, EMMA, St Lawrance rd, Notting Hill March 25 Bartlett & Son, Bush ln
TAYLOR, JOHN LEIGH, JP DL, Peumaenuchla, nr Dolgelly March 16 Mann & Rooke, Manchester
THOMAS, JANE REES, Hove, Sussex March 31 Ellis & Co, College hill
THORNTON, EDWARD ZOHRAB, Cadogan pl March 25 Stanton & Hudson, Cannon st
WALKER, THOMAS RAIN, Bonchurch, I of W March 20 Buckell & Drew, Ventnor, I of W
WATHEN, ANNETTE, Southsea, March 25 Bartlett & Son, Bush ln
WATSON, JOHN HUBMAN, Upper Norwood April 1 Ellis & Co, Basinghall st

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb 12.

RECEIVING ORDERS.

BENNETT, THOMAS, Fishtoft, Lincs, Market Gardener Boston Pet Feb 9 Ord Feb 9
BESSENT, FRANK, GEORGE, Barnes, Market Gardener Wandsworth Pet Feb 10 Ord Feb 10
BUCKINGHAM, N. Broad st av, Solicitor High Court Pet Jan 22 Ord Feb 9
BRONSTEIN, HARRY, Kingsland rd, Confectioner High Court Pet Jan 22 Ord Feb 9
BULLOCK, WILLIAM HENRY, Featherstone, Yorks, Photographer Wakefield Pet Feb 9 Ord Feb 9
CHAMBERLAIN, ARTHUR BENJAMIN, Portsmouth, Printer Portsmouth Pet Feb 6 Ord Feb 6
DAVIES, WILLIAM MORGAN, Tredegar, Mon, Cycle Agent Tredegar Pet Feb 10 Ord Feb 10
DEAN, WILLIAM RICHARD, George st, Manchester sq, Decorator High Court Pet Dec 23 Ord Feb 9
DEBUICHE, J, Sherwood st, Restaurant Keeper High Court Pet Jan 12 Ord Feb 9
EWBANK, EDMUND, Wrelton, near Pickering, Yorks, Pig Dealer Scarborough Pet Feb 8 Ord Feb 8
FAIRCLOUGH, EDWARD LOUIS GERALD, South Norwood, Surrey, Clerk Croydon Pet Feb 10 Ord Feb 10
FIELDING, HERMAN H, Grenoside, nr Sheffield Barnsley Pet Jan 7 Ord Feb 9
GARDNER, ALFRED LEE, Walderslade, nr Chatham Rochester Pet Jan 26 Ord Feb 8
GARGINI, GIACOMO, Gaisford st, Kentish Town High Court Pet Feb 9 Ord Feb 9
GOLLAND, THOMAS, Heywood, Lancs, Greengrocer Bolton Pet Feb 9 Ord Feb 9
HALLS, GEORGE ALFRED, Barking, Essex, Corn Dealer Chelmsford Pet Feb 9 Ord Feb 9
HAMMOND, THOMAS, Stotfold, Beds, Farmer Luton Pet Feb 9 Ord Feb 9
HARBOUR, BENJAMIN, Sheffield, Tailor Sheffield Pet Feb 10 Ord Feb 10
HEX, JAMES GEORGE, Torquay, Plumber Exeter Pet Feb 9 Ord Feb 9
HILL, FREDERICK, Burton on Trent, Baker Burton on Trent Pet Feb 10 Ord Feb 10
HURST, WILLIAM BRITTEN, Darwen, Fruiterer Blackburn Pet Feb 9 Ord Feb 9
HOLDEN, HEDLEY, and ARTHUR HOLDEN, Barrow in Furness, Jam Preservers Barrow in Furness Pet Jan 30 Ord Feb 9
HUTCHENS, FREDERICK, and ALBERT EDWARD FOOKS, Edgware rd, Printers High Court Pet Jan 13 Ord Feb 5
HUTCHINSON, ROBERT, Whorlton, nr Darlington, Inn Keeper Stockton on Tees Pet Feb 8 Ord Feb 8
JACKSON, SAMUEL GEORGE, Great Grimsby Great Grimsby Pet Feb 9 Ord Feb 9
JEFFS, JOHN WILLIAM, Birmingham, Leather Merchant Birmingham Pet Feb 10 Ord Feb 10
JOHNSON, WILLIAM, Low Green, Knottingley, Yorks, Canal Boat Owner Wakefield Pet Feb 6 Ord Feb 6
LEAKE, MARY MARTIN, Lawn crescent, Kew Garden Brentford Pet Feb 8 Ord Feb 8
LEGGETT, GEORGE JAMES, Portsmouth, Leather Merchant Portsmouth Pet Feb 10 Ord Feb 10
LLOYD, SUSANNA, Bridgend, Cardiff Pet Feb 8 Ord Feb 8
MCBAIN, JAMES, Budge row High Court Pet Dec 11 Ord Feb 10

MOSLEY, GORDON, Chancery la High Court Pet Dec 2 Ord Feb 10
MILLS, JOHN, Hightown, Ringwood, Hants, Farmer Salisbury Pet Feb 9 Ord Feb 9
NEEDY, JOHN, Nuneaton, Warwick Baker Coventry Pet Jan 22 Ord Feb 5
NEEDHAM, HENRY CLEAVER, Syston, Leicester, Corn Merchant Leicester Pet Feb 9 Ord Feb 9
NICHOLAS, JOHN, Alverstoke, Hants Portsmouth Pet Dec 10 Ord Feb 8
PERRY, GEORGE, Ramsgate, Newsagent Canterbury Pet Feb 10 Ord Feb 10
PERRY, THOMAS, Wolverhampton, Baker Wolverhampton Pet Feb 8 Ord Feb 8
POWERS, JOSEPH, Westhoughton, Lancs, Greengrocer Bolton Pet Feb 9 Ord Feb 9
PRESTON, WILLIAM, and GEORGE THOMAS, Weaste, Salford, Lancs, Builders Salford Pet Feb 2 Ord Feb 8
REDDEN, FRED, Armley, Leeds, Joiner Leeds Pet Feb 9 Ord Feb 9
RIDD, HENRY JOHN, Rock Ferry, Chester, South African Merchant, Bristol Pet Feb 6 Ord Feb 6
RILEY, STOTT, Wisbech Saint Peter, Cambridge, Confectioner King's Lynn Pet Feb 10 Ord Feb 10
ROWLANDS, JOHN DAVIES, Ty-ucha, Mold, Flint, Grocer Chester Pet Feb 8 Ord Feb 8
SEWELL, WILLIAM CARRINGTON, Richmond rd, Dalston, Clerk High Court Pet Feb 9 Ord Feb 9
SKINNER, G, Rendlesham rd, Clapton, Oil Merchant High Court Pet Jan 25 Ord Feb 8
SMITH, WILFRID LLEWELLYN, Hunslet, Leeds, Baker Leeds Pet Feb 9 Ord Feb 9
SNOW, WILLIAM HENRY, Southend on Sea, Solicitor Chelmsford Pet Jan 14 Ord Feb 10
STANHOPE, JAMES, Hunslet, Leeds, Chemical Works Labourer Leeds Pet Feb 9 Ord Feb 9
TARLTON, SARAH, MARY ELIZABETH FRITCHLEY, and WILLIAM TAYLOR TARLTON, Cossall, Notts, Farmers Derby Pet Feb 8 Ord Feb 8
TAYLOR, JOHN, Worcester, Builder Worcester Pet Feb 8 Ord Feb 8
TESTER, GEORGE, Southborough, Kent, Builder's Foreman Tunbridge Wells Pet Feb 9 Ord Feb 9
THOMAS, DAVID, Maesteg, Glam, General Dealer Cardiff Pet Feb 9 Ord Feb 9
THOMAS, WILLIAM JOHN, Senghenydd, Glam, Boot Dealer, Pontypridd Pet Feb 10 Ord Feb 10
TRITTON, RICHARD BALDOCK, Wavershem, Kent, Auctioneer Canterbury Pet Feb 8 Ord Feb 8
TUCKEY, ARTHUR SHUTTLEWORTH, and WILLIAM JOHN TUCKEY, Cromer, Jewellers High Court Pet Feb 11 Ord Feb 11
WALSH, EVELYN ELIZABETH, Pendleton, Salford, Lancs, School Teacher Salford Pet Feb 8 Ord Feb 8
WEYMOUTH, WILLIAM THOMAS, Southsea, Hants Portsmouth Pet Feb 8 Ord Feb 8
WRIGHT, JOSEPH, Doncaster, Joiner Wakefield Pet Feb 9 Ord Feb 9

Amended Notice substituted for that published in the London Gazette of Feb 9:

HALL, WILLIAM, St Mildred 'ct, Poultry High Court Pet Jan 8 Feb 5

FIRST MEETINGS.

AMBLER, JONAS, Nelson, Lancs, Furniture dealer Feb 20 at 11 Off Rec, 13, Winckley st, Preston
BIRD, THOMAS, Cardiff, Yeast Merchant Feb 22 at 12 Off Rec, 117, St Mary st, Cardiff
BUCKINGHAM, N, Broad st av, EC, Solicitor Feb 22 at 1 Bankruptcy bldgs, Carey st
BRONSTEIN, HARRY, Kingsland rd, Confectioner Feb 23 at 11 Bankruptcy bldgs, Carey st
BULLOCK, WILLIAM HENRY, Featherstone, Yorks, Photographer Feb 22 at 12 Off Rec, 6, Bond ter, Wakefield
CHAMBERLAIN, ARTHUR BENJAMIN, Portsmouth, Printer Feb 23 at 3 Off Rec, Cambridge junc, High st, Portsmouth
COLLINS, JOHN, Church Gresley, Derby, Fishmonger Feb 23 at 11.30 Midland Hotel, Station st, Burton on Trent
COMLEY, JOHN, Stratton St Margaret, near Swindon Fishmonger Feb 22 at 4 Off Rec, 38, Regent circus, Swindon
COOMBS, THEOPHILUS, Newport, Baker Feb 24 at 11 Off Rec, 144, Commercial st, Newport, Mon
CUXSON, ALBERT EDWARD, Handsworth, Corn Merchant Feb 25 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
DAVIES, JOHN HUDSON, Shrewsbury, Commission Agent, Feb 29 at 11.30 Off Rec, 29, Swan hill, Shrewsbury
DAVIES, LLEWELYN, and HOWEL DAVIES, Wrexham, Builders Feb 22 at 2 Masonic Hall, Hill st, Wrexham
DEAN, WILLIAM RICHARD, George st, Manchester sq, Decorator Feb 22 at 11 Bankruptcy bldgs, Carey st
DENUICHE, J, Sherwood st, Restaurant Keeper Feb 23 at 1 Bankruptcy bldgs, Carey st
EWBANK, EDMUND, Wrelton, nr Pickering, Yorks, Pig Dealer Feb 22 at 4 Off Rec, 48, Westborough, Scarborough
FLETCHER, HARRY, Cardiff, Licensed Victualler Feb 22 at 3 Off Rec, 117, Saint Mary st, Cardiff
GARDAM, WILLIAM JOHN, Birmingham, Chemist Feb 26 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
GARGINI, GIACOMO, Gaisford st, Kentish Town, Feb 22 at 12 Bankruptcy bldgs, Carey st
GOLLAND, THOMAS, Heywood, Lancs, Greengrocer Feb 23 at 3 19, Exchange st, Bolton
HESSEL, CHARLES, Brighton Feb 25 at 10.45 Off Rec, 4 Pavilion bldgs, Brighton
HEX, JAMES GEORGE, Torquay, Plumber Feb 25 at 10.30 Off Rec, 9, Bedford circus, Exeter
HODGETTS, THOMAS HADLEY, Burton Hastings, nr Nuneaton, Warwick, Farmer Feb 22 at 11.30 Off Rec, 8, High st, Coventry
HUGHES, MAJOR, Sunderland, Boot Dealer Feb 24 at 2.30 Off Rec, 3, Manor pl, Sunderland
HUTCHENS, FREDERICK, and ALBERT EDWARD FOOKS, Edgware rd, Printers Feb 23 at 12 Bankruptcy bldgs, Carey st
INGRAM, MATTHEW, Swadlincote, Derby, Manufacturer Feb 23 at 12 Midland Hotel, Station st, Burton on Trent
JOHNSON, WILLIAM, Low Green, Knottingley, Yorks, Canal Boat Owner Feb 22 at 11 Off Rec, 6, Bond ter, Wakefield
JONES, RICHARD, Criccieth, Carnarvon, Coal Merchant Feb 22 at 1 Police Court, Portmadoc
JONES, RICHARD GRIFFITH, Vaedre Farm, Llandegwning, Carnarvon, Farmer Feb 22 at 1.30 Police Court, Portmadoc
LEGGETT, GEORGE JAMES, Portsmouth, Leather Merchant Feb 25 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
MILLS, JOHN, Hightown, Ringwood, Hants, Farmer Feb 23 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
NEEDHAM, HENRY CLEAVER, Syston, Leicester, Corn Merchant Feb 22 at 12 Off Rec, 1, Berridge st, Leicester
NICHOLAS, JOHN, Alverstoke, Hants Feb 24 at 3 Off Rec, Cambridge June, High st, Portsmouth
OWEN, ROBERT GRIFFITHS, Cheetham, Manchester, Yarn Agent Feb 20 at 11 Off Rec, Byrom st, Manchester
POWERS, JOSEPH, Westhoughton, Lancs, Greengrocer Feb 24 at 3 19, Exchange st, Bolton
REDFERN, JOHN, Birmingham, Baker Feb 24 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
REDDEN, FRED, Armley, Leeds, Joiner Feb 23 at 11 Off Rec, 24, Bond st, Leeds
SEWELL, WILLIAM CARRINGTON, Richmond rd, Dalston, Commercial Clerk Feb 22 at 11 Bankruptcy bldgs, Carey st
SKINNER, G, Rendlesham rd, Clapton, Oil Merchant Feb 22 at 12 Bankruptcy bldgs, Carey st
SMITH, WILFRID LLEWELLYN, Hunslet, Leeds, Baker Feb 23 at 11.30 Off Rec, 24, Bond st, Leeds
STANHOPE, JAMES, Hunslet, Leeds, Labourer Feb 23 at 12 Off Rec, 24, Bond st, Leeds
TESTER, GEORGE, Southborough, Kent, Builder's Foreman Feb 22 at 11 Mr C J Parris, 67, High st, Tunbridge Wells
TOLSON, JOSEPH, Birkdale, Lancs, Registration Agent Feb 23 at 11 Off Rec, 35, Victoria st, Liverpool
TUCKEY, ARTHUR SHUTTLEWORTH, and WILLIAM JOHN TUCKEY, Cromer, Jewellers Feb 22 at 1 Bankruptcy bldgs, Carey st
WEYMOUTH, WILLIAM THOMAS, Southsea, Hants, Solicitor (retired) Feb 24 at 4 Off Rec, Cambridge junc, High st, Portsmouth
WILLIAMS, WILLIAM, Llangefni, Anglesey, Coal Merchant Feb 23 at 2.30 Crypt chmbrs, Eastgate row, Chester
WRIGHT, JOSEPH, Kinsley, Doncaster, Joiner Feb 22 at 11.30 Off Rec, 6, Bond ter, Wakefield

ADJUDICATIONS.

BANBURY, THOMAS, Teddington Kingston, Surrey Pet Oct 16 Ord Feb 9

BENNET, THOMAS, Fishtoft, Lincs, Market Gardiner Boston Pet Feb 9 Ord Feb 9

BESSENT FRANK GEORGE, Barnes, Market Gardener Wandsworth Pet Feb 10 Ord Feb 10

BULLOCK, WILLIAM HENRY, Featherstone, Yorks, Photographer Wakefield Pet Feb 9 Ord Feb 9

CHAMBERLAIN, ARTHUR BENJAMIN, Portsmouth, Printer Portsmouth Pet Feb 6 Ord Feb 6

DAVIES, JOHN HUDSON, Shrewsbury Commission Agent Shrewsbury Pet Feb 6 Ord Feb 9

DAVIES, WILLIAM MORGAN, Tredegar, Cyc'e Agent Tredegar Pet Feb 10 Ord Feb 10

EWBANK, EDMUND, Wrelton, nr Pickering, Yorks, Pig Dealer Scarborough Pet Feb 8 Ord Feb 8

FAIRCLOUGH, EDWARD LOUIS GERALD, South Norwood, Clerk Croydon Pet Feb 10 Ord Feb 10

GOLLAND, THOMAS, Heywood, Lancs, Greengrocer Bolton Pet Feb 9 Ord Feb 9

GREENWOOD, DICK, Harpurhey, nr Manchester Blackburn Pet Jan 8 Ord Feb 8

HALLS, GEORGE ALFRED, Barking, Essex, Corn Dealer Chelmsford Pet Feb 9 Ord Feb 9

HARBOUR, BENJAMIN, Sheffield, Tailor Sheffield Pet Feb 10 Ord Feb 10

HATCHER, JOHN FREDERICK, Weymouth, Baker Dorchester Pet Jan 21 Ord Feb 8

HEX, JAMES GEORGE, Torquay, Plumber Exeter Pet Feb 9 Ord Feb 9

HICKS, SIDNEY SPENCER, Myddelton st, Clerkenwell, Jeweller High Court Pet Jan 6 Ord Feb 10

HILL, FREDERICK, Burton on Trent, Baker Burton on Trent Pet Feb 10 Ord Feb 10

HURST, WILLIAM BRITTON, Darwen, Fruiterer Blackburn Pet Feb 9 Ord Feb 9

HUTCHINSON, ROBERT, Whorlton, nr Darlington, Innkeeper Stockton on Tees Pet Feb 8 Ord Feb 8

JACKSON, SAMUEL GEORGE, Great Grimsby Great Grimsby Pet Feb 9 Ord Feb 9

JEFFS, JOHN WILLIAM, Birmingham, Leather Merchant Birmingham Pet Feb 10 Ord Feb 10

JOHNSON, WILLIAM, Low Green, Knottingley, Yorks, Cana Boat Owner Wakefield Pet Feb 6 Ord Feb 6

LEAKE, MARY MARTIN, Lawn cres, Kew gdns Brentford Pet Feb 8 Ord Feb 9

LEGGETT, GEORGE JAMES, Portsmouth, Leather Merchant Portsmouth Pet Feb 10 Ord Feb 10

LLOYD, SUSANNA, Coity Fields, Bridgend, Glam Cardiff Pet Feb 8 Ord Feb 8

LOWE, HORACE ROBERT, Elgin av. Maida Vale, Baker High Court Pet Dec 24 Ord Feb 6

MARTIN, SARAH, Barnton, nr Northwich, Innkeeper Crewe Pet Jan 26 Ord Feb 9

MELLS, JOHN, Hightown, Ringwood, Hants, Farmer Salisbury Pet Feb 9 Ord Feb 9

NEEDHAM, HENRY, Cleaver, Syston, Leicester, Corn Merchant Leicester Pet Feb 9 Ord Feb 9

PARSONS, JOHN, Machynlleth, Montgomery, Market Gardener Aberystwyth Pet Jan 30 Ord Feb 9

PERRY, GEORGE, Ramsgate, Newsagent Canterbury Pet Feb 10 Ord Feb 10

PERRY, THOMAS, Wolverhampton, Baker Wolverhampton Pet Feb 8 Ord Feb 8

POLAK, MAURICE, FitzGeorge avenue, West Kensington High Court Pet Nov 11 Ord Feb 6

PORTER, ABRAM, Hensingham, nr Whitehaven, Cumberland, Share Broker Whitehaven Pet Jan 26 Ord Feb 9

POWERS, JOSEPH, Westhoughton, Lancs, Greengrocer Bolton Pet Feb 9 Ord Feb 9

RENDER, FRED, Armley, Leeds, Joiner Leeds Pet Feb 9 Ord Feb 9

RICHARDSON, ALFRED, Portsmouth, Fruiterer Portsmouth Pet Jan 22 Ord Feb 4

RILEY, STOTT, Wisbech Saint Peter, Cambridge, Confectioner King's Lynn Pet Feb 10 Ord Feb 10

ROMAIN, HENRY MONTAGU, Liverpool, Jeweller Liverpool Pet Feb 5 Ord Feb 9

ROWLANDS, JOHN DAVIES, Ty Uchs, Mold, Flint, Grocer Chester Pet Feb 8 Ord Feb 8

SAGAR, CLIFFORD, Bloomsbury st, Clerk High Court Pet Jan 16 Ord Feb 6

SCHMIDT, FREDERICK WILLIAM, Clacton on Sea, Dairyman Edmonton Pet Dec 22 Ord Feb 6

SEWELL, WILLIAM CARRINGTON, Richmond rd, Dalston, Commercial Clerk High Court Pet Feb 9 Ord Feb 9

SMITH, WILFRED LLEWELLYN, Hunslet, Leeds, Baker Leeds Pet Feb 9 Ord Feb 9

SOUTHGATE, DAVID ISIAH, New Thundersley, Essex Washhouse Manager Chelmsford Pet Jan 25 Ord Feb 10

STANHOPE, JAMES, Hunslet, Leeds, Chemical Works Labourer Leeds Pet Feb 9 Ord Feb 9

TABLTON, SARAH, MARY ELIZABETH FRITCHLEY, and WILLIAM TAYLOR TABLTON, Cossall, Notts, Farmers Derby Pet Feb 8 Ord Feb 8

TAYLOR, JOHN, Worcester Builder Worcester Pet Feb 8 Ord Feb 8

TESTER, GEORGE, Southborough Kent, Builder's Foreman Tunbridge Wells Pet Feb 9 Ord Feb 9

THOMAS, DAVID, Maesteg, Glam, General Dealer Cardiff Pet Feb 9 Ord Feb 9

THOMAS, WILLIAM JOHN, Senghenydd Glam, Boot Dealer Pontypridd Pet Feb 10 Ord Feb 10

WALSH, EVELYN ELIZABETH, Pendleton, Salford, Lancs, School Teacher Salford Pet Feb 8 Ord Feb 8

WEYMOUTH, WILLIAM THOMAS, Southsea, Hants, Solicitor retired Portsmouth Pet Feb 8 Ord Feb 8

WRIGHT, JOSEPH, Doncaster, Joiner Wakefield Pet Feb 9 Ord Feb 9

ADJUDICATION ANNULLED.

PEOBY, DAVID GRANVILLE, Bedford Bedford Adjud Aug 30, 1902 Annul Feb 4, 1909

London Gazette.—TUESDAY, Feb 16.

RECEIVING ORDERS.

APPLEYARD, ROBERT, Bolton, Fish Dealer Bolton Pet Feb 12 Ord Feb 12

ASQUITH, PRISCILLA, Featherstone, Yorks, Butcher Wakefield Pet Feb 12 Ord Feb 12

BOWN, JAMES, Abergavenny, Mon, Grocer Tredegar Pet Jan 29 Ord Feb 13

BROOKS and TOMLISON, Wadsley Bridge, Yorks, Joiners Sheffield Pet Jan 18 Ord Feb 12

CLEMENCH, HERBERT, Buxton gdns, Acton, Solicitor Brentford Pet Jan 26 Ord Feb 12

CRESSWELL, WILLIAM, Cheltenham, Builder Cheltenham Pet Feb 13 Ord Feb 13

FENNING, GEORGE, Ipswich, Butcher Ipswich Pet Jan 2 Ord Feb 11

FISHER, JAMES, Millbrook, Southampton, Grocer Southampton Pet Feb 12 Ord Feb 12

FISHER, LEO, Harrogate, Jeweller High Court Pet Feb 5 Ord Feb 12

GREEN, EDGAR FREEMAN, Maidstone, Baker Maidstone Pet Feb 11 Ord Feb 11

HAXTON, ALEXANDER, Walney, Barrow in Furness, Coal Merchant Barrow in Furness Pet Feb 1 Ord Feb 10

HEAD, WALTER HENRY, Lane End, Bucks, Baker Aylesbury Pet Feb 12 Ord Feb 12

JONES, JAMES, Northington, Worcester, Hop Grower Worcester Pet Jan 30 Ord Feb 13

LAWSON, FRANCIS RICHARD, Dresden, Longton, Architect Stoke upon Trent Pet Feb 12 Ord Feb 12

LEADBETER, JOHN HUBERT, Newport, Mon, Contractor Newport, Mon Pet Feb 11 Ord Feb 11

LESTER, ALBERT, Chandlersford, Southampton, Baker Winchester Pet Feb 13 Ord Feb 13

MCGLYNN, THOMAS, Manchester, Packing Case Maker Manchester Pet Feb 11 Ord Feb 11

MILNE, SON, & HAMILTON, Great Swan alley, Moorgate st, Share Dealers High Court Pet Jan 25 Ord Feb 10

ODELL, JAMES, Lower Caldecote, Northill, Beds, Dealer in Garden Produce Bedford Pet Feb 13 Ord Feb 13

SCAMMELL, EDWARD THOMAS, Marmora rd, Honor Oak, Clerk High Court Pet Dec 11 Ord Feb 11

SECHIARI, AUGUSTE P, Grape st, Bloomsbury, Commission Agent High Court Pet Jan 21 Ord Feb 11

SIMPSON, CHARLES MONTAGUE, Highbury cres, General Medical Practitioner High Court Pet Feb 11 Ord Feb 11

STUBBS, SAMUEL, ROBERT STUBBS, and JOHN JAMES STUBBS, Runcorn, Chester, Boat Builders Warrington Pet Feb 12 Ord Feb 12

WARD, JAMES, Beeston, Leeds, Labourer Leeds Pet Feb 10 Ord Feb 10

WATT, WILLIAM GLADSTONE, Wisbech, Cambridge, Commercial Traveller King's Lynn Pet Feb 11 Ord Feb 11

WHEELER, ALBERT, Faringdon, Berks, Baker Swindon Pet Feb 11 Ord Feb 11

WHITE, ALFRED MARCONI, Conyer, Teynham, Kent, Barge Builder Rochester Pet Feb 11 Ord Feb 11

WILLIAMS, OWEN, Aberdovey, Merioneth, Grocer Aberystwyth Pet Feb 11 Ord Feb 11

Amended Notice substituted for that published in the London Gazette of Nov 27:

SUTCLIFFE, MATTHEW, Leeds, Grocer Leeds Pet Nov 23 Ord Nov 23

FIRST MEETINGS.

ALLEN, ROBERT, Maesllan, Llangynwyd, Glam Feb 24 at 3 Off Rec, 117, St Mary st, Cardiff

APPLEYARD, ROBERT, Bolton, Fish Dealer Feb 26 at 19, Exchange st, Bolton

BACON, ALBERT GEORGE, Northenden, Chester, Grocer Feb 24 at 12.30 Crypt chmbrs, Eastgate row, Chester

BEVINS, WILLIAM JAMES, Ramsgate, Stationer's Manager Feb 24 at 10.30 Off Rec, 68A, Castle st, Canterbury

BESSENT, FRANK GEORGE, Barnes, Market Gardener Feb 24 at 12 132, York rd, Westminster Bridge

CRANE, JAMES, jun, and ERNEST ROBERT CRANE, Colkirk, Norfolk, Threshing Machine Proprietors Feb 27 at 12 Off Rec, 8, King st, Norwich

FAIRCLOUGH, EDWARD LOUIS GERALD, Clifton rd, South Norwood, Clerk Feb 24 at 11.30 132, York rd, Westminster Bridge

FENNING, GEORGE, Ipswich, Butcher Feb 24 at 11 Off Rec, 36, Princes st, Ipswich

FIELDING, HERMAN HENRY, Grenoside, nr Sheffield Feb 24 at 10.30 Off Rec, 7, Regent st, Barnsley

FISHER, JAMES, Millbrook, Southampton, Grocer Feb 24 at 10.30 Off Rec, Midland Bank chmbrs, High st, Southampton

FISHER, LEO, Harrogate, Jeweller Feb 25 at 12 Bankruptcy bldgs, Carey st

GARDNER, ALFRED LEE, Walderslade, nr Chatham March 1 at 12.15 115, High st, Rochester

GREEN, EDGAR FREEMAN, Maidstone, Baker March 3 at 10.45 9, King st, Maidstone

HAMMOND, THOMAS, Willbury Hill Farm, Stotfold, Beds, Farmer Feb 25 at 3 Sun Hotel, Hitchin

HOSIE, JOHN ANDERSON, Bourton on the Hill, Moreton in the Marsh, Glos, Farmer Feb 24 at 12 Off Rec, 1, St Aldate st, Oxford

JACKSON, SAMUEL GEORGE, Great Grimsby Feb 24 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

LESTER, ALBERT Chandlesford, Southampton, Baker Feb 24 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton

LIGHTFOOT, THOMAS CHRISTOPHER, Middlesbrough, Game Dealer Feb 25 at 11.30 Off Rec Court chmbrs, Albert rd, Middlesbrough

MCRAE, JAMES, Budge row Feb 26 at 12 Bankruptcy bldgs, Carey st

MEGGY, GORDON, Chancery la Feb 23 at 11 Bankruptcy bldgs, Carey st

MILNE, SON & HAMILTON, Great Swan alley, Moorgate st, Stock and Share Dealers Feb 26 at 2.30 Bankruptcy bldgs, Carey st

PORTER, ABRAM, Hensingham, nr Whitehaven, Cumberland, Share Broker Feb 26 at 11 Courthouse, Whitehaven

RIDER, HENRY JOHN, Rock Ferry, Chester, South African Merchant Feb 24 at 11.30 Off Rec, 26, Baldwin st, Bristol

SCAMMELL, EDWARD THOMAS, Marmora rd, Honor Oak, Clerk Feb 25 at 12 Bankruptcy bldgs, Carey st

SECHIARI, AUGUSTE P, Grape st, Bloomsbury, Commission Agent Feb 25 at 1 Bankruptcy bldgs, Carey st

SIMPSON, CHARLES MONTAGUE, Highbury cres, General Medical Practitioner Feb 25 at 11 Bankruptcy bldgs, Carey st

TAYLOR, JOHN, Worcester, Builder Feb 25 at 11.30 Off Rec, 11, Copenhagen st, Worcester

THOMAS, DAVID, Maesteg, Glam, General Dealer Feb 24 at 3.30 Off Rec, 117, Saint Mary st, Cardiff

THOMAS, WILLIAM, Maidenhead, General Dealer Feb 24 at 12 14, Bedford row

THOMAS, WILLIAM JOHN, Senghenydd, Glam, Boot Dealer Feb 25 at 10.30 Off Rec, Post Office chmbrs, Pontypridd

WARD, JAMES, Beeston, Leeds, Labourer Feb 24 at 11 Off Rec, 24, Bond st, Leeds

WHITE, ALFRED MARCONI, Milton Regis, Kent, Barge Builder March 1 at 12 115, High st, Rochester

ADJUDICATIONS.

APPLEYARD, ROBERT, Bolton, Fish Dealer Bolton Pet Feb 12 Ord Feb 12

ASQUITH, PRISCILLA, Featherstone, York, Butcher Wakefield Pet Feb 12 Ord Feb 12

BRONTSTEIN, HARRY ABRAHAM, Kingsland rd, Confectioner High Court Pet Jan 22 Ord Feb 11

CRESSWELL, WILLIAM, Cheltenham, Builder Cheltenham Pet Feb 13 Ord Feb 13

FEINBERG, HENRY LOUIS, Watling st, Fur Merchant High Court Pet Jan 8 Ord Feb 13

FISHER, JAMES, Millbrook, Southampton, Grocer Southampton Pet Feb 12 Ord Feb 12

FISHER, LEO, Harrogate, Jeweller High Court Pet Feb 5 Ord Feb 12

GREEN, EDGAR FREEMAN, Maidstone, Baker Maidstone Pet Feb 11 Ord Feb 11

GROVER ALFRED, Copthall chmbrs, Merchant High Court Pet July 8 Ord Feb 12

HEAD, WALTER HENRY, Lane End, Bucks, Baker Aylesbury Pet Feb 12 Ord Feb 12

INGRAM, MATTHEW, Swadlincote, Derby, Manufacturer Burton on Trent Pet Dec 30 Ord Feb 12

LAWSON, FRANCIS RICHARD, Dresden, Longton, Architect Stoke upon Trent Pet Feb 12 Ord Feb 12

LESTER, ALBERT, Chandlersford, Southampton, Baker Winchester Pet Feb 13 Ord Feb 13

LITTMAN, ABRAHAM ISAAC, Middlesex st, Woollen Draper High Court Pet Jan 16 Ord Feb 12

MCGLYNN, THOMAS, Longsight, Manchester, Packing Case Maker Manchester Pet Feb 11 Ord Feb 11

MANDER, WILLIAM CHARLES, Sheffield, Builder Sheffield Pet Dec 31 Ord Feb 11

SCHOFIELD, GEORGE HARRY, Hanover sq High Court Pet Dec 28 Ord Feb 12

SKINNER, GEORGE, Rendlesham rd, Clapton, Oil Merchant High Court Pet Jan 25 Ord Feb 11

STUBBS, SAMUEL, ROBERT STUBBS, and JOHN JAMES STUBBS, Runcorn, Chester Warrington Pet Feb 12 Ord Feb 12

WARD, JAMES, Beeston, Leeds, Labourer Leeds Pet Feb 10 Ord Feb 10

WATT, WILLIAM GLADSTONE, Wisbech, Cambridge, Commercial Traveller King's Lynn Pet Feb 11 Ord Feb 11

WHEELER, ALBERT, Faringdon, Berks, Beerhouse Keeper Swindon Pet Feb 11 Ord Feb 11

WHITE, ALFRED MARCONI, Milton Regis, Kent, Barge Builder Rochester Pet Feb 11 Ord Feb 11

WILLIAMS, OWEN, Aberdovey, Merioneth, Grocer Aberystwyth Pet Feb 11 Ord Feb 11

Amended Notice substituted for that published in the London Gazette of Nov 27:

SUTCLIFFE, MATTHEW, Leeds, Grocer Leeds Pet Nov 23 Ord Nov 23